

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board
Agenda Package

May 9, 2023

**AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, May 9, 2023

7:00 p.m.

PUBLIC PARTICIPATION

Please be advised that the public can observe the meeting live on YouTube using the following link:
<https://youtu.be/xNrQVDEhnm> The name is **Rossmoor CSD**.

This Board meeting will take place in person. Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the District Secretary at jmendoza@rossmoor-csd.org. Comments received by 3:00 p.m., on the date of the meeting will be provided to the Board of Directors, made available to the public, and will be a part of the meeting record.

This agenda contains a brief description of each item to be considered. Except as provided by law; no action shall be taken on any item not appearing on the agenda. To speak on an item if physically present at the meeting, complete a Speaker Request Form(s) identifying the item(s) and topic and deposit it in the speaker request box. To speak on a matter not appearing in the agenda, but under the jurisdiction of the Board of Directors, you may do so during Public Comments at the beginning of the meeting. Speaker request forms must be deposited prior to the beginning of Public Comments. When addressing the Board as a whole through the President. Comments to individual Directors or staff are not permitted. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting. Supporting documentation is available for review in the Rush Park main office, 3001 Blume Drive, Rossmoor, CA 90720; 9:00 a.m. – 5:00 p.m., Monday-Friday. The Agenda is available online at: <http://www.rossmoor-csd.org>. Meetings may also be viewed on YouTube.com or by using the YouTube icon on the RCSD website and <http://www.rossmoor-csd.org>.

A. ORGANIZATION

- | | |
|-------------------------|--|
| 1. CALL TO ORDER: | 7:00 p.m. |
| 2. ROLL CALL: | Directors Barke, Maynard, Searles, Shade
President DeMarco |
| 3. PLEDGE OF ALLEGIANCE | Girl Scout Troop Service Unit #105
Representing Los Alamitos and Rossmoor |

4. PRESENTATIONS:

- a. Recognition of Sponsors for the 2023 Arbor Day Event
- b. Orange County Fire Authority (OCFA) – Elizabeth Denney, Community Relations/Education Specialist

B. ADDITIONS TO AGENDA – None

In accordance with Section 54954 of the Government Code (Brown Act), action may be taken on items not on the agenda, which was distributed, if: A majority of the Board determines by formal vote that an emergency exists per Section 54956.5 (for example, work stoppage or crippling disaster which severely impairs public health and/or safety); or

Two-thirds (2/3) of the Board formally votes or, if less than 2/3 of members are present, all of the Board members present vote, that there is a need to take immediate action, which arose after the agenda was posted.

C. PUBLIC FORUM

Any person may address the Board of Directors at this time upon any subject within the jurisdiction of the Rossmore Community Services District; however, any matter that requires action may be referred to Staff at the discretion of the Board for a report and action at a subsequent Board meeting.

D. REPORTS TO THE BOARD

- 1. REPORT ON THE URBAN FOREST
- 2. MONTHLY TRAFFIC SAFETY UPDATE

E. CONSENT CALENDAR

- 1. MINUTES:
 - a. Regular RCSD Board Meeting of April 11, 2023
- 2. MARCH 2023 REVENUE AND EXPENDITURE REPORT
- 3. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH ENRICHED FARMS & AVANTI HARVEST, INC.

Consent items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time. If any Board member requests that an item be removed from the Consent Calendar, it shall be removed by the President so that it may be acted upon separately.

F. PUBLIC HEARING: None

G. RESOLUTIONS:

1. RESOLUTION NO. 23-05-09-01: A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024.
2. RESOLUTION NO. 23-05-09-02: A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING POOLING OF SELF-INSURANCE THROUGH THE PRIMARY WORKERS' COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWER INSURANCE AUTHORITY.
3. RESOLUTION NO. 23-05-09-03: A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER & WINE) AT THE 2023 ROSSMOOR SUMMER FESTIVALS

ORDINANCES – None.

H. REGULAR CALENDAR

1. REPORT OF THE BUDGET COMMITTEE REGARDING FY 2022-2023 ESTIMATE TO CLOSE, FY 2023-2024 PRELIMINARY BUDGET, AND SET DATE OF PUBLIC HEARING
2. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2023 ROSSMOOR SUMMER FESTIVALS.
3. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH BREA IT.
4. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH CALIFORNIA CONSULTING FOR GRANT WRITING SERVICES.
5. DISCUSSION AND POSSIBLE ACTION RE: PICKLEBALL 45-DAY REVIEW AND RECOMMENDATIONS
6. DISCUSSION RE: RESCINDING THE CONTRACT (ACCEPTING THE RESIGNATION) OF TENNIS INSTRUCTOR THOMAS SCHLACK

I. GENERAL MANAGER ITEMS

This part of the agenda is reserved for the General Manager to provide information to the Board on issues that are not on the Agenda, and/or to inform the Board that specific items may be placed on a future agenda. No Board action may be taken on these items that are not on the agenda.

J. BOARD MEMBER ITEMS

This part of the agenda is reserved for individual Board members briefly to make general comments, announcements, reports of his or her own activities, and requests of staff, including that specific items be placed on a future agenda. The Board may not discuss or take action on items not on the agenda.

K. GENERAL COUNSEL ITEMS

This part of the agenda is reserved for General Counsel to make comments, announcements and reports of activities that are legal in nature. The Board may not discuss or take action on items not on the agenda.

L. CLOSED SESSION

Public Comment: Members of the public are welcome to address the Board of Directors, at this time, only on those items on the Closed Session agenda.

1. APPOINTMENT, EMPLOYMENT, OR EVALUATION OF PERFORMANCE OF PUBLIC EMPLOYEE PER GOVERNMENT CODE SECTION 54957(b)(1)
TITLE: GENERAL MANAGER

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Subdivision (a) of Section 54957.6, California Government Code
Agency Designated Representative: Joe Mendoza, General Manager
Name of Employee Organization: All Unrepresented Employees

M. ADJOURNMENT

It is the intention of the Rossmoor Community Services District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner.

Please contact the District Office at (562) 430-3707 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.


Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors.

Any such writing will be available for public inspection at the District offices located at 3001 Blume Drive, Rossmoor CA 90720. In addition, any such writing may also be posted on the District's website at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the May 9, 2023, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date May 4, 2023

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-3

Date: May 9, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: PLEDGE OF ALLEGIANCE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

For tonight's meeting, the following participants will be part of the presentation of colors, and pledge of allegiance:

Girl Scout Troop Service Unit #105 Representing Los Alamitos and Rossmoor

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: May 9, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: RECOGNITION OF SPONSORS FOR THE 2023 ARBOR DAY EVENT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

With warm appreciation we would like to recognize our 2023 Arbor Day Celebration sponsors who played a key role in making our event a huge success. Two new crape myrtle trees were planted and kids and adults had fun with planting, crafts, a scavenger hunt and plant giveaways.

In attendance this evening are:

- The Rossmoor Women's Club: Bev Rigney and Sue Goldberg
- Girl Scout Troop Service Unit #105 Representing Los Alamitos and Rossmoor

Staff will follow up in recognizing the following sponsors who weren't able to be here with us this evening:

- RHA
- Youth Center – volunteers
- Boy Scouts
- WCA
- H&H Nursery
- Ricardo's Nursery

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4b

Date: May 9, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: ORANGE COUNTY FIRE AUTHORITY (OCFA) – ELIZABETH DENNEY,
COMMUNITY RELATIONS/EDUCATION SPECIALIST

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

Elizabeth Denney, Orange County Fire Authority (OCFA) Community Relations/Education Specialist will provide an overview of the ABC's of water safety, drowning prevention, and efforts of OCFA to educate the community.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: May 9, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by District Arborist Mary Kingman
Subject: REPORT ON THE URBAN FOREST

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

This report provides the RCSD Board of Directors with an overview of the Urban Forest and work being performed in the maintenance and preservation of the trees within the parks and parkways of Rossmoor.

ATTACHMENTS

1. Report on the Urban Forest

**RCS D TREE DEPARTMENT
REPORT ON THE URBAN FOREST
January – April, 2023**

The District hosted their 13th annual Arbor Day celebration on April 12th at Rossmoor Park to celebrate the trees of Rossmoor and our status as a Tree City USA. There were many children from the Youth Center camp in attendance, along with the Girl Scouts of Rossmoor and Los Alamitos, who donated and helped plant a tree. The Rossmoor Women's Club also donated a tree that was planted with the help of those in attendance. H&H Nursery of Lakewood, Ricardo's Nursery of Long Beach and West Coast Arborist donated plants and other items that were given away to attendees. Josie Pham, who hosts a Tinkergarten group at Rush park, volunteered to do a craft table at the event. Other activities included a tree scavenger hunt, sustainable crafts, a reusable water balloon fight and plant and tree giveaways. A special thanks to everyone who donated or volunteered their time to make this event a great success, including District office and maintenance staff and our high school volunteers.

During the months of January through April 2023:

- **51** trees were planted, which concluded tree planting for the season.
- **50** trees, mostly in Rossmoor Park, were pruned by District contractors for safety or clearance issues.
- **15** trees that were observed to have large diameter dead or snapped limbs within their crowns were pruned by Orange County Public Works.
- **23** trees that were either dead or considered high risk were removed from Rossmoor parkways. unauthorized trimming or removal citation was issued to a property owner.
- **18** limb failures occurred during this period, mostly weather related and one resulting in property damage to the tennis court fence at Rossmoor Park.
- **1** small tree failed due to soil saturation of heavily pruned roots.
- **93** resident service requests were responded to. Tree planting for the fall/winter season concluded in February with 51 trees on the final plant list.

The RCS D Free Mulch Yard at Kempton Park continues to be a popular service for residents, with an average of 20 residents showing up to get mulch on the second and fourth Saturdays of each month, when the yard is open from 9:30-11:30 a.m. The mulch is replenished as needed by West Coast Arborist and use of the yard is made available by Golden State Water Company.

The tree department and maintenance staff recently completed trimming of overhanging trees and shrubbery on the east side of the Rossmoor Wall.

The tree department and maintenance staff also assisted in planting butterfly gardens at Rush Park and Montecito Center, with pre-school children joining in to help.

RCSD staff will continue to promote, protect, and maintain a healthy urban forest in Rossmoor. The following are some of the practices that are implemented as part of the District's Urban Forestry program.

Planting Trees

- Trees are planted in vacant parkways and park sites.
- An age and species diverse urban forest is promoted.
- Residents are encouraged to take part in the tree selection process.

Caring for Trees

- All trees are trimmed on grid cycle, once every four years.
- Supplemental trims are performed as needed.
- Hazardous tree conditions are promptly responded to.
- Tree stakes, water basins or mulch are installed as needed.
- Newly planted or drought stressed trees are watered as needed.
- Tree health concerns from residents are promptly addressed.

Monitoring Trees

- Trees are regularly assessed and monitored for health, maintenance, and safety.
- Resident service requests for safety concerns, trim/removal/planting requests and general inquiries are responded to in a timely manner.

Protecting Trees

- Parkway tree policy violations for unauthorized trims, removals, and plantings are responded to according to policy.
- Administrative citations and fines for unauthorized trimming or removal are issued according to policy.
- Letters of correction are sent to residents for tree policy violations involving signs, swings, or artificial turf.

Educating the Public

- Homeowner welcome packets are distributed to new residents.
- The RCSD website is updated with Tree Department information.
- District tree policy information is published in the RCSD newsletter.
- An annual Arbor Day celebration is hosted by the RCSD.

Urban Forest Report 2023 Totals

Month	Safety Pruning OCPW	Grid Pruning	Off-Grid Pruning	Tree Planting	Tree Citations	Tree Removals - Parkways	Tree Removal Parks	Removal Permit, Driveway	Resident Service Request
Jan-23	15					6			36
Feb-23				47		12			19
Mar-23				4		1			22
Apr-23			50			1			16
May-23									
Jun-23									
Jul-23									
Aug-23									
Sep-23									
Oct-23									
Nov-23									
Dec-23									
Jan-24									
Feb-24									
Mar-24									
Apr-24									
Sep-23									
Oct-23									
Nov-23									
Dec-23									
Totals	15	0	50	51	0	20	0	0	93

5,208 TREES
19,801,590.00 VALUE

SERVICE REQUESTS 2023	TOTALS
Tree Planting	18
Health of tree	10
Leaning tree	9
Tree Roots	8
Tree Stake/Re-stake	7
Limb Failure	5
Trim Request	5
Arborist inquiry	4
Inquiry - General	4
Removal Inquiry/Complaint	3
Drainage - curb/gutter	3
Bees	2
County contractor tree damage	2
County contractor irrigation damage	1
Removal Request	2
Birds Concern/Tree Trimming	1
Mulch inquiry	1
Palm Frond on Wire	1
Private Property Tree Issue	1
Tree Failure	1
Tree litter from storm	1
Tree Watering	1
Trim Inquiry	1
Vandalism	1
Vehicle Tree Damage	1
Grand Total	93

Vacant Sites

Plant List 2023	32
Vacant Park Sites	32
School Parkways	26
Syn Turf, HS, Shrubs	11
Construction Hold	16
Resident Refusals	42
	159

Tree Failures				
Date	Tree Part	Tree Size	Conditions	Damage
1/10/2023	Roots	15' x 8"	Rain/Winds	None
Limb Failures				
Date	Tree Part	Limb Size	Conditions	Damage
1/8/2023	Limb	10' X 6"	Rain/Winds	None - still in crown
1/9/2023	Limb	12' x 5"	Rain/Winds	None - still in crown
2/15/2023	Limb	10' X 5"	Rain/Winds	None - still in crown
2/22/2023	Limb	8" x 15'	Rain/Winds	None
2/22/2023	Limb	3" X 5"	Rain/Winds	None
2/24/2023	Limb	5" x 12'	Rain/Winds or vehicle	None
2/24/2023	Limb	3" x 7'	Rain/Winds	None
2/24/2023	Limb	12" x 20'	Rain/Winds	Tennis court fence
2/24/2023	Limb	10' X 12"	Rain/Winds	None - still in crown
2/24/2023	Limb	8" x 15'	Rain/Winds	None
2/24/2023	Limb	4" x 10'	Rain/Winds	None
2/24/2023	Limb	6" x 6'	Rain/Winds	None
3/7/2023	Limb	14' x 3"	Rain/Winds	None
3/22/2023	Limb	10' X 6"	Rain/Winds	None - still in crown
3/23/2023	Limb	6' x 4"	Rain/Winds	None - still in crown
4/24/2023	Limb	10 x 3"	Unknown	None - still in crown
4/21/2023	Limb	12' X 6"	Weight, winds	None - still in crown
4/26/2023	Limb	10 x 8"	Weak connection	None

Reason for Removal	Totals
Decay - age related	1
Decay - fungal related	
Drought stress	
Fungal Disease	3
Hazardous structure	1
OC Public Works removal	1
Permit - driveway	
Pest/Disease Complex	
RCSD General Manager	
Root pruning dieback	1
Roots -infrastructure issues	
Trunk damage - mechanical	
Uncorrected lean with decay	2
Young tree - location issue	1
Young tree - root failure	6
Young tree - soil issues	4

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ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: May 9, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MONTHLY TRAFFIC SAFETY UPDATE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided.

BACKGROUND

The General Manager provides a monthly update to the Rossmoor Community Services District (RCSD) Board of Directors to keep the Board and community informed of measures being taken to address traffic safety within Rossmoor.

INFORMATION

- A meeting of the Community Traffic/Safety Advisory Ad Hoc Committee was held on April 20, 2023. In attendance was Wei Zhu, Senior Civil Engineer, Orange County Public Works Traffic Investigations and Studies, who updated the community on the RCSD's request for a traffic study to be conducted along the Bradbury Road and the Montecito Corridor. She indicated that the study was in the early stages with measurements and data starting to be collected. A discussion was held, and input was received from several members of the community, including Dr. Jerry Friedman, Director of Safety and Student Services for the Los Alamitos Unified School District. An official end date of the study and subsequent determinations are not expected until the fall of 2023.

- Discussion was then moved to the status of Street Sweeping sign installation. Ms. Zhu informed the committee that Phase 4 of the installation is set to begin on May 1st and will be completed by May 12th. Once completed, a work order for Phase 5 (final phase) of installation will be released to Orange County Public Works Operations. The Final Phase of installation of street sweeping signage is anticipated to be completed mid-summer 2023.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1

Date: May 9, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Administrative Assistant Carolyn Whang
Subject: MINUTES REGULAR RCSD BOARD MEETING OF APRIL 11, 2023

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the following meetings as prepared by the Board's Secretary/General Manager.

- a. Regular RCSD Board Meeting of April 11, 2023

INFORMATION

The Minutes reflect the actions of the RCSD at their meeting of April 11, 2023.

ATTACHMENTS

1. Minutes – Regular RCSD Board Meeting of April 11, 2023



**MINUTES
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, April 11, 2023

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.

2. ROLL CALL:

Present: Directors Barke, Maynard, Searles, Shade,
President DeMarco

3. PLEDGE OF ALLEGIANCE: Boy Scout Troop 642

4. PRESENTATIONS:

a. Introduction of newly appointed Captain AJ Patella - North Patrol Sheriff's Bureau

President DeMarco introduced and deferred to the newly appointed Captain of the North Patrol Sheriff's Bureau, Captain AJ Patella.

Captain Patella expressed excitement about returning to the area; looked forward to working with RCSD; noted he wants to be a part of the solutions; reported the team does a lot of extra work, behind the scenes to bring criminals to justice and encouraged residents to call if they see suspicious activities.

Director Barke spoke about the importance of getting back to community policing and urged residents to call, even if they are unsure that an activity warrants the involvement of the Sheriff's Department.

Captain Patella discussed changes in laws over the years and the importance of talking and educating people; spoke about his experience with the Behavioral Health Bureau, homeless outreach, enforcement and jurisdictional issues; provided his contact information; addressed codes related to eBikes and reported working with codified ordinances versus policies in terms of giving citations. He added that if a code is applicable to a violation, they can issue a citation.

General Manager Mendoza thanked Captain Patella and encouraged residents to call the Sheriff's Department directly to report suspicious activities.

b. Introduction of RCSD Staff Members

General Manager Mendoza introduced new RCSD Staff Members; reviewed RCSD's organizational chart and thanked Staff for their work.

District Arborist Mary Kingman announced upcoming Arbor Day activities.

B. ADDITIONS TO AGENDA - None

C. PUBLIC FORUM

Administrative Assistant Carolyn Whang read written correspondence received by 3:00 p.m., today, from Michelle Fieldsen, Maureen Wauters and Frank Manis regarding pickleball.

There being no others wishing to address the Board, President DeMarco closed Public Forum.

D. REPORTS TO THE BOARD

1. QUARTERLY PARKS AND FACILITIES MAINTENANCE REPORT

Park Superintendent Omero Perez provided details of the Quarterly Parks and Facilities Maintenance Report.

Discussion followed regarding the building with the gas line damage at Rossmoor Park and location of the butterfly garden at Rush Park.

2. TRAFFIC UPDATE

General Manager Mendoza provided an update on the signage for street sweeping; noted there will be no enforcement until the signs are all installed; spoke about residents complying with the new rules. He announced an upcoming Traffic Committee meeting on April 20, 2023, at 7:00 p.m., at Rossmoor Park; listed items on that agenda including consideration of a traffic study along Montecito and Bradbury and encouraged Rossmoor residents to attend.

E. CONSENT CALENDAR

1. MINUTES:

a. Regular RCSD Board Meeting of March 14, 2023

2. FEBRUARY 2023 REVENUE AND EXPENDITURE REPORT

Brief discussion followed regarding receipt of property tax revenue by RCSD, the possibility of converting the horseshoe rental to pickleball and the ability to separate tennis and pickleball revenues.

Motion by Director Maynard, seconded by Director Barke, to approve the Consent Calendar, as presented. Motion passed 5-0

F. PUBLIC HEARING - None

G. RESOLUTIONS:

1. RESOLUTION NO. 23-04-11-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING POOLING OF SELF-INSURANCE THROUGH THE PRIMARY WORKERS' COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA)

General Manager Mendoza presented details of the report; noted the General Counsel is reviewing the contract with CJPIA.

General Counsel Tarquin Preziosi explained General Manager Mendoza is requesting the Board's authority to start the process and bring back an agreement for the Board to consider.

General Manager Mendoza stated he needs the resolution passed in order to begin the process of due diligence.

Discussion followed regarding reclassification of new employees and knowing the penalty for leaving the State Fund.

General Counsel Preziosi stated his preference would be to review the agreement before having the Board take official action and stated he has not had a chance to review it.

Discussion followed regarding the need for time to review the agreement, to consider costs, savings and penalties for early termination and to schedule a special meeting at the end of this month.

After General Counsel Preziosi confirmed reviewing the application, discussion followed regarding rates and classifications, comparing the Workers Compensation policies, getting information regarding cancellation penalties and bringing the item back to the Board at its next meeting.

Lucy Gonzalez, CJPIA, via Zoom, responded to questions regarding reclassifications, the State Fund audit and RCSD's participation in other CJPIA programs and discussed differences in coverage between CJPIA and the State Fund.

Motion by Director Maynard, seconded by Director Barke, to direct the General Manager to submit an application to CJPIA for Workers Compensation insurance and return with a resolution at the Board meeting in May. Motion passed 5-0.

ORDINANCES - None

H. REGULAR CALENDAR:

1. CONSIDERATION OF WORKERS' COMPENSATION INSURANCE THROUGH CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) – See Item No. G.1.
2. DISPENSING AND CONSUMPTION OF ALCOHOL (BEER AND WINE ONLY) AT FAMILY FESTIVALS HOSTED BY ROSSMOOR COMMUNITY SERVICES DISTRICT

General Manager Mendoza presented details of the report and asked whether the Board is interested in exploring the matter.

Discussion followed regarding prior practices, challenges and violations, determining what the community wants, options for running the tap truck and contracting out the service to Elite and having them take a layer off the Community's responsibilities.

Director Searles suggested layering the tap truck and the contractor's (Elite's) contract when the item returns for the Board's consideration.

Director Maynard added that the Board should reconsider the rules where violations occurred.

President DeMarco felt that RCSD should not host beer and wine at events.

Director Shade spoke about working on the AutumnFest Festival; reported that when they added the beer and wine festival, it took off and noted there were no security problems.

3. APPROVAL OF ONE-YEAR EXTENSION OF PROFESSIONAL SERVICES CONTRACT WITH WEST COAST ARBORIST, INC. FOR TREE SERVICES IN ROSSMOOR

General Manager Mendoza presented details of the report.

It was noted that no complaints have been received regarding the arborist and brief discussion followed regarding the last time the item went out to bid.

Motion by Director Barke, seconded by Director Searles, to approve a ONE-YEAR EXTENSION OF PROFESSIONAL SERVICES CONTRACT WITH WEST COAST ARBORIST, INC. FOR TREE SERVICES IN ROSSMOOR, as presented. Motion passed 4-1, with Director Maynard, abstaining.

4. REQUEST TO DISCONTINUE THE USE OF ZOOM DURING REGULAR MONTHLY BOARD MEETINGS

General Manager Mendoza presented details of the report.

Discussion followed regarding maintaining the YouTube channel and cost savings.

Motion by Director Maynard, seconded by Director Shade, to discontinue the use of Zoom during regular monthly Board meetings. Motion passed 5-0.

I. GENERAL MANAGER ITEMS

Administrative Assistant Whang provided an update on social media efforts and projects; discussed the Farmers Market and Easter Egg Hunt and addressed the status of the District website update.

President DeMarco requested a presentation on improving the functionality of the District website and General Manager Mendoza suggested forming an ad hoc committee to work on the matter and Director Shade agreed to be part of the committee.

Discussion followed regarding the need for consistent, daily content to increase traffic in social media and compliance issues that need to be addressed.

General Manager Mendoza provided an update on the current pickleball trial; reported the 45-day review will be presented to the Board at its May meeting; addressed the Farmers Market; commented on Arbor Day Celebrations and announced a bulky item pickup and compost giveaway by CR&R on May 20th.

General Manager Mendoza listed upcoming festivals including the Family Festival on June 3rd in conjunction with the graduation parade; spoke about securing quotes for the auditorium flooring and the possibility of purchasing a dance floor; reported he will study the possibility of playing pickleball in the auditorium; noted he is submitting architectural plans for the canopy working in conjunction with Orange County Public Works for ADA compliance; addressed developing a joint resolution regarding the Housing Element in conjunction with the City of Los Alamitos and announced upcoming meetings including the CIP Committee meeting, Budget Committee meeting, and the Community, Safety and Traffic meeting.

At the request of Director Searles, General Manager Mendoza discussed the LAGSL Girls Softball Association playing softball at Rossmoor Park and addressed their request to play softball on Sundays. However, General Manager Mendoza reported they retracted their request and stated they will schedule make-up games according to the MOU; commented on them playing extra games not approved by the MOU which created a negative impact on the neighborhood and noted the MOU calls for a meeting in August to review the schedule and update the MOU.

Discussion followed regarding providing LAGSL written notice regarding their recent breach of the MOU and requesting corrective action and reviewing the MOU for possible amendments.

J. BOARD MEMBER ITEMS

Director Searles thanked Boy Scout Troop 642 for presenting colors this evening; welcomed Captain Patella; thanked General Manager Mendoza for introducing RCSD Staff and commented on the Arbor Day events, the upcoming Community, Safety and Traffic Committee meeting and a Blood Drive with RHA on April 19th.

Director Maynard thanked Boy Scout Troop 642 for presenting the colors; spoke about challenges with speakers and the Board's ability to hear and asked about his ability to attend the upcoming Community, Safety and Traffic Committee meeting and any Brown Act implications.

General Counsel Preziosi noted any Director may attend and comment at other agency meetings as a member of the public.

Director Shade thanked Captain Patella for his presentation; thanked Boy Scout Troop 642 for presenting the colors and suggested inviting a Girl Scout Troop to a future Board meeting; commended Administrative Assistant Whang for her work on social media; discussed the upcoming Family Festival and thanked Lucy Gonzalez for her participation in tonight's meeting.

Director Barke thanked Captain Patella for his presentation and spoke about the need to improve the sound system in the auditorium.

President DeMarco discussed sidewalk work by the County; shared his experience playing pickleball; thanked Captain Patella for his presentation; commented on a parking restriction on Wallingsford that is causing traffic backups; talked about digitizing District records and the possibility of placing some of them on the website and urged residents to attend the upcoming Community, Safety and Traffic Committee meeting.

K. GENERAL COUNSEL ITEMS

General Counsel Preziosi referenced Item No. H.1., he reported reviewing the agreement with CJPIA; noted no legal concerns regarding General Manager Mendoza signing the application on the Board's behalf; noted that would be a final action which would be consistent with the Board signing a resolution which would then pull the trigger on the Board applying to CJPIA for Workers Compensation insurance which would commence July 1, 2023. He added there is no written contract, beyond the application.

Motion by Director Maynard, seconded by Director Barke, to reopen Items No. G.1. and H.1. Motion passed 5-0.

L. ADJOURNMENT

The meeting was adjourned at 9:31 p.m. without opposition.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Tony DeMarco, President

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: May 9, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Accountant Michael Matsumoto
Subject: MARCH 2023 REVENUE AND EXPENDITURE REPORT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Revenue and Expenditure Report for March 2023.

INFORMATION

The Revenue and Expenditure Report is submitted on a monthly basis, as an indication of the District's unaudited year-to-date revenue and expenses.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of March 2023
2. Explanation of Significant Variances from budgeted amounts

Rossmoor Community Services District
 Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual
 For the month ended March 31, 2023

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
Revenues:						
Property taxes	\$ 1,159,000	\$ 1,288,000	\$ 83,304	\$ 797,056	\$ (490,944)	61.88%
Street light assessments	390,600	390,600	28,981	277,346	(113,254)	71.01%
Interest on investments	3,000	3,000	-	8,860	5,860	295.33%
From other governmental agencies	150,000	150,000	-	-	(150,000)	0.00%
Permit and rental fees	214,300	214,300	11,600	153,975	(60,325)	71.85%
Miscellaneous	35,000	35,000	2,479	33,974	(1,026)	97.07%
Total Revenues	<u>1,951,900</u>	<u>2,080,900</u>	<u>126,364</u>	<u>1,271,211</u>	<u>(809,689)</u>	<u>61.09%</u>
Expenditures:						
Administration	1,057,406	1,057,406	115,647	708,119	349,287	66.97%
Recreation	60,000	60,000	1,041	62,053	(2,053)	103.42%
Rossmoor park	195,800	220,800	4,113	124,511	96,289	56.39%
Montecito center	28,000	30,250	2,203	17,586	12,664	58.14%
Rush park	214,400	220,700	14,745	116,432	104,268	52.76%
Street lighting	100,000	100,000	9,712	81,385	18,615	81.39%
Rossmoor wall	1,000	1,000	-	132	868	13.20%
Street sweeping	80,000	80,000	13,076	55,654	24,346	69.57%
Parkway trees	180,000	180,000	15,771	155,966	24,034	86.65%
Mini-parks and medians	14,800	15,800	1,291	9,519	6,281	60.25%
Total Expenditures	<u>1,931,406</u>	<u>1,965,956</u>	<u>177,599</u>	<u>1,331,357</u>	<u>634,599</u>	<u>67.72%</u>
Changes in fund balance	20,494	114,944	<u>\$ (51,235)</u>	(60,146)	<u>\$ (175,090)</u>	
Fund balance:						
Beginning of year	<u>1,417,511</u>	<u>1,417,511</u>		<u>1,417,511</u>		
End of period	<u>1,438,005</u>	<u>1,532,455</u>		<u>1,357,365</u>		
Cash Balances at 3/31/23:						
Checking				148,400		
LAIF				<u>1,212,690</u>		
Total				<u>1,361,090</u>		

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 3 / 23

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
10 General Fund						
3000 Property Tax						
	3001 Current Secure Property Tax	79,957.43	722,485.07	1,200,000.00	477,514.93	60 %
	3002 Current Unsecured Prop Tax	0.00	28,496.87	35,700.00	7,203.13	80 %
	3003 Prior Secured property Tax	315.56	5,933.16	14,700.00	8,766.84	40 %
	3004 Prior Unsecured Property Tax	0.00	0.00	3,150.00	3,150.00	0 %
	3005 Delinquent Propert Taxes	127.89	1,083.09	1,050.00	-33.09	103 %
	3006 Current Supplemental Assessment	2,903.60	27,008.95	18,900.00	-8,108.95	143 %
	3008 Public Utility Tax	0.00	9,513.21	10,500.00	986.79	91 %
	3009 State Homeowners prop. Tax Relief	0.00	2,535.15	4,000.00	1,464.85	63 %
	Account Group Total:	83,304.48	797,055.50	1,288,000.00	490,944.50	62 %
3100						
	3101 Street light assessments	28,980.73	277,346.59	390,600.00	113,253.41	71 %
	Account Group Total:	28,980.73	277,346.59	390,600.00	113,253.41	71 %
3200						
	3201 Interest on Investments	0.00	8,859.88	3,000.00	-5,859.88	295 %
	Account Group Total:	0.00	8,859.88	3,000.00	-5,859.88	295 %
3300 INTERGOVERNMENTAL REVENUE						
	3301 Prop 68 Grant Funding	0.00	0.00	70,000.00	70,000.00	0 %
	3304 County street sweep reimbursement	0.00	0.00	80,000.00	80,000.00	0 %
	Account Group Total:	0.00	0.00	150,000.00	150,000.00	0 %
3400 RENTAL & PERMITS						
	3401 Tennis Courts Reservations	984.00	13,174.91	41,000.00	27,825.09	32 %
	3402 Tennis Instructor Private Lessons	1,533.00	20,118.00	38,000.00	17,882.00	53 %
	3403 Basketball Court Reservations	116.00	632.00	0.00	-632.00	** %
	3405 Rossmoor Park Ball Field Reservations	44.00	13,668.11	12,500.00	-1,168.11	109 %
	3406 Rush Park Ball field reservations	222.82	4,449.92	12,500.00	8,050.08	36 %
	3411 Signature Wall Banner Rental	20.00	320.00	300.00	-20.00	107 %
	3421 Tree Trim Permit	0.00	2,706.00	5,000.00	2,294.00	54 %
	3422 Tree Voilation Fines	0.00	300.00	0.00	-300.00	** %
	3431 Rossmoor Building Rental	1,055.00	5,000.00	2,500.00	-2,500.00	200 %
	3432 Rossmoor Park Picinic Site	195.00	1,742.00	2,500.00	758.00	70 %
	3441 Montecito Building Rental	898.50	25,692.58	25,000.00	-692.58	103 %
	3451 Rush Building Rental	5,532.21	59,987.11	67,000.00	7,012.89	90 %
	3452 Rush Park Picnic Site	1,000.00	5,564.92	7,000.00	1,435.08	79 %
	3453 Rush Park Kitchen	0.00	619.00	1,000.00	381.00	62 %
	Account Group Total:	11,600.53	153,974.55	214,300.00	60,325.45	72 %
3500						
	3501 MISC REVENUE	2,478.62	14,946.32	10,000.00	-4,946.32	149 %
	3502 Sponsorships	0.00	19,028.00	25,000.00	5,972.00	76 %
	Account Group Total:	2,478.62	33,974.32	35,000.00	1,025.68	97 %
	Fund Total:	126,364.36	1,271,210.84	2,080,900.00	809,689.16	61 %

Grand Total:	126,364.36	1,271,210.84	2,080,900.00	809,689.16	61 %
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ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5000							
5010 Administration							
4000	Board of Directors Compensatn	500.00	6,250.00	11,000.00	11,000.00	4,750.00	57 %
4002	Salaries - Part-time	4,345.91	40,406.52	68,990.00	68,990.00	28,583.48	59 %
4003	Overtime	178.22	8,809.50	10,000.00	10,000.00	1,190.50	88 %
4006	SALARIES - ADMINISTRATION	21,215.14	153,625.46	244,698.00	244,698.00	91,072.54	63 %
4007	VEHICLE ALLOWANCE (MILEAGE	461.50	1,165.47	2,000.00	2,000.00	834.53	58 %
4008	SALARIES - PARK AND RECREATION	14,033.93	121,052.91	161,213.00	161,213.00	40,160.09	75 %
4009	SALARIES - Park /TREE MAINTENANCE	5,164.32	41,133.60	57,907.00	57,907.00	16,773.40	71 %
4010	Workers Compensation Insurance	9,168.95	34,407.53	20,000.00	20,000.00	-14,407.53	172 %
4011	Medical Insurance	21,855.35	54,928.88	80,000.00	80,000.00	25,071.12	69 %
4015	Federal Payroll Tax -FICA	4,025.49	33,119.16	53,698.00	53,698.00	20,578.84	62 %
5002	Insurance - Liability	0.00	374.00	35,000.00	35,000.00	34,626.00	1 %
5004	Memberships and Dues	0.00	7,393.03	9,500.00	9,500.00	2,106.97	78 %
5006	Travel & Meetings	285.00	432.03	2,500.00	2,500.00	2,067.97	17 %
5007	Televised Meeting Costs	1,847.20	12,817.20	22,000.00	22,000.00	9,182.80	58 %
5008	Gasoline	379.15	2,656.27	5,000.00	5,000.00	2,343.73	53 %
5010	Publications & Legal Notices	317.86	3,120.51	7,500.00	7,500.00	4,379.49	42 %
5012	Printing	423.59	2,923.74	4,000.00	4,000.00	1,076.26	73 %
5014	Postage	9.00	293.05	2,000.00	2,000.00	1,706.95	15 %
5016	Office & Meeting Supplies	696.62	7,907.97	15,000.00	15,000.00	7,092.03	53 %
5020	Telephone	1,071.95	8,559.42	10,000.00	10,000.00	1,440.58	86 %
5021	Computer/Email/Server Costs	635.46	4,002.20	5,000.00	5,000.00	997.80	80 %
5030	Vehicle Maintenance	580.89	1,311.17	5,000.00	5,000.00	3,688.83	26 %
5045	Miscellaneous Expenditures	1,207.61	15,956.30	20,000.00	20,000.00	4,043.70	80 %
5046	Bank Service Charge	261.22	2,061.17	4,000.00	4,000.00	1,938.83	52 %
5050	Elections	12,802.18	12,802.18	8,000.00	8,000.00	-4,802.18	160 %
5610	Legal Services	3,268.00	23,205.48	62,400.00	62,400.00	39,194.52	37 %
5615	Financial Audit-Consulting	0.00	18,750.00	19,000.00	19,000.00	250.00	99 %
5620	Outsource Financial Consultant	6,000.00	44,969.26	60,000.00	60,000.00	15,030.74	75 %
5670	Other Professional Services	4,658.90	35,105.29	40,000.00	40,000.00	4,894.71	88 %
6010	Equipment	253.82	1,317.98	2,000.00	2,000.00	682.02	66 %
6025	Software	0.00	7,261.25	10,000.00	10,000.00	2,738.75	73 %
	Account Total:	115,647.26	708,118.53	1,057,406.00	1,057,406.00	349,287.47	67 %
5020 Recreation							
5017	Community Events	1,041.06	62,053.29	60,000.00	60,000.00	-2,053.29	103 %
	Account Total:	1,041.06	62,053.29	60,000.00	60,000.00	-2,053.29	103 %
5030 Rossmoor Park							
5018	Janitorial Supplies	77.24	2,442.22	6,600.00	6,600.00	4,157.78	37 %
5022	Utilities	1,092.43	9,705.88	12,500.00	12,500.00	2,794.12	78 %
5023	Water	2,780.52	34,700.67	35,000.00	60,000.00	25,299.33	58 %
5025	SECURED PROP TAX	0.00	1,059.12	1,200.00	1,200.00	140.88	88 %
5030	Vehicle Maintenance	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
5032	Building & Grounds-Maintenance	-3,028.19	26,075.18	30,000.00	30,000.00	3,924.82	87 %
5034	Alarm Systems/Security	0.00	369.00	1,000.00	1,000.00	631.00	37 %
5045	Miscellaneous Expenditures	54.36	3,512.72	4,500.00	4,500.00	987.28	78 %
5051	Equipment Rental	0.00	1,455.12	500.00	500.00	-955.12	291 %
5052	Minor Facility Repairs /Tools	795.87	795.87	1,000.00	1,000.00	204.13	80 %

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5655	Landscape Maintenance / Janitorial	2,340.69	26,117.97	32,000.00	32,000.00	5,882.03	82 %
6005	Buildings and Improvements	0.00	18,276.75	70,000.00	70,000.00	51,723.25	26 %
	Account Total:	4,112.92	124,510.50	195,800.00	220,800.00	96,289.50	56 %
5040 Montecito Center							
5018	Janitorial Supplies	0.00	749.46	6,600.00	6,600.00	5,850.54	11 %
5022	Utilities	93.41	1,779.12	2,000.00	2,000.00	220.88	89 %
5023	Water	57.13	2,759.77	2,250.00	4,500.00	1,740.23	61 %
5025	SECURED PROP TAX	0.00	889.46	1,000.00	1,000.00	110.54	89 %
5030	Vehicle Maintenance	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
5032	Building & Grounds-Maintenance	1,051.93	8,639.00	8,000.00	8,000.00	-639.00	108 %
5034	Alarm Systems/Security	0.00	378.00	650.00	650.00	272.00	58 %
5045	Miscellaneous Expenditures	0.00	391.62	500.00	500.00	108.38	78 %
5052	Minor Facility Repairs /Tools	0.00	0.00	500.00	500.00	500.00	0 %
5655	Landscape Maintenance / Janitorial	1,000.00	2,000.00	5,000.00	5,000.00	3,000.00	40 %
	Account Total:	2,202.47	17,586.43	28,000.00	30,250.00	12,663.57	58 %
5050 Rush Park							
5018	Janitorial Supplies	77.24	3,339.25	6,600.00	6,600.00	3,260.75	51 %
5022	Utilities	2,698.36	25,033.66	25,300.00	31,600.00	6,566.34	79 %
5023	Water	430.20	26,683.68	50,000.00	50,000.00	23,316.32	53 %
5025	SECURED PROP TAX	0.00	4,053.34	4,200.00	4,200.00	146.66	97 %
5030	Vehicle Maintenance	359.36	359.36	2,000.00	2,000.00	1,640.64	18 %
5032	Building & Grounds-Maintenance	4,239.72	32,413.92	40,000.00	40,000.00	7,586.08	81 %
5034	Alarm Systems/Security	0.00	366.00	800.00	800.00	434.00	46 %
5045	Miscellaneous Expenditures	0.00	993.99	500.00	500.00	-493.99	199 %
5051	Equipment Rental	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
5052	Minor Facility Repairs /Tools	0.00	0.00	500.00	500.00	500.00	0 %
5655	Landscape Maintenance / Janitorial	2,110.16	16,538.26	33,000.00	33,000.00	16,461.74	50 %
6005	Buildings and Improvements	0.00	1,820.26	40,000.00	40,000.00	38,179.74	5 %
6010	Equipment	4,830.18	4,830.18	10,000.00	10,000.00	5,169.82	48 %
	Account Total:	14,745.22	116,431.90	214,400.00	220,700.00	104,268.10	53 %
5060 Street Lighting							
5650	Street Lighting and Maintenance	9,711.77	81,385.03	100,000.00	100,000.00	18,614.97	81 %
	Account Total:	9,711.77	81,385.03	100,000.00	100,000.00	18,614.97	81 %
5065 Rossmoor Wall							
5032	Building & Grounds-Maintenance	0.00	132.18	1,000.00	1,000.00	867.82	13 %
	Account Total:	0.00	132.18	1,000.00	1,000.00	867.82	13 %
5070 Street Sweeping							
5642	Street Sweeping	13,076.28	55,654.38	80,000.00	80,000.00	24,345.62	70 %
	Account Total:	13,076.28	55,654.38	80,000.00	80,000.00	24,345.62	70 %

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5080 Parkway Trees							
5017	Community Events	0.00	218.50	1,500.00	1,500.00	1,281.50	15 %
5656	Tree Trimming	3,899.00	116,649.00	130,500.00	130,500.00	13,851.00	89 %
5660	TREE REMOVAL	0.00	1,800.00	3,000.00	3,000.00	1,200.00	60 %
6015	Trees	11,872.00	37,298.00	45,000.00	45,000.00	7,702.00	83 %
	Account Total:	15,771.00	155,965.50	180,000.00	180,000.00	24,034.50	87 %
5090 Mini-Parks and Medians							
5022	Utilities	28.00	248.89	500.00	500.00	251.11	50 %
5023	Water	653.75	6,654.89	9,000.00	10,000.00	3,345.11	67 %
5032	Building & Grounds-Maintenance	0.00	1,110.89	2,000.00	2,000.00	889.11	56 %
5045	Miscellaneous Expenditures	0.00	0.00	100.00	100.00	100.00	0 %
5051	Equipment Rental	0.00	0.00	100.00	100.00	100.00	0 %
5052	Minor Facility Repairs /Tools	0.00	0.00	100.00	100.00	100.00	0 %
5655	Landscape Maintenance / Janitorial	609.48	1,449.48	3,000.00	3,000.00	1,550.52	48 %
6015	Trees	0.00	54.75	0.00	0.00	-54.75	*** %
	Account Total:	1,291.23	9,518.90	14,800.00	15,800.00	6,281.10	60 %
	Account Group Total:	177,599.21	1,331,356.64	1,931,406.00	1,965,956.00	634,599.36	68 %
	Fund Total:	177,599.21	1,331,356.64	1,931,406.00	1,965,956.00	634,599.36	68 %
	Grand Total:	177,599.21	1,331,356.64	1,931,406.00	1,965,956.00	634,599.36	68 %

EXPLANATION OF SIGNIFICANT VARIANCES FROM BUDGETED AMOUNTS

Revenue Accounts

Account Code	Item	Explanation
3000-3006	Current Supplemental Assessment	Increase in real estate sales
3200-3201	Interest on Investment	Increase due to higher interest on investment
3300-3301	Prop 68 Grant Funding	In process of requesting reimbursement
3300-3304	County Street Sweeping Reimbursement	Payment received the end of FY
3400-3401	Tennis Court Reservations	Revenue lower than anticipated due to drop in rentals caused by rainy weather
3400-3402	Tennis Instructor Private Lessons	Drop in revenue is due to one of the tennis instructor retiring. New instructor has recently been hired
3400-3406	Rush Park Ball Field Reservation	Current percentage as of March is 34%. Anticipate increase in rental of ball fields
3400-3431	Rossmoor Building Rental	Enhanced marketing has increased revenue
3400-3433	Rossmoor Park Horseshoe Rental	Open to the public. Removing from budget
3400-3441	Montecito Center	Enhanced marketing has increased revenue as well as Gather Church using on a regular basis
3500-3501	Misc. Revenue	Account has exceeded revenue projection due to Winter Festival wristband sales

Expenditure Accounts

Account Code	Item	Explanation
5010-4003	Administration - Overtime	Although we are at 84% we do not anticipate going over budget
5010-4010	Administration - Worker's Compensation Insurance	Disputing premium cost increase with State Fund. They are currently auditing our account. Look to have a resolution in the near future
5010-5002	Administration - Liability	Billed in August. Will have a surplus this FY
5010-5050	Administration - Elections	Unexpected increase from County for election oversight and administration
5010-5615	Administration - Financial Audit-Consulting	Audit has been completed
5020-5017	Recreation - Community Events	Account has exceeded projected budget due to Farmer's Market entertainment and promotions. Anticipate exceeding budget by approximately \$5000. This will be offset by Sponsorships. Will make mid-year budget adjustment
5030-5023 5040-5023 5050-5023	Water	Increase is due to usage at Rossmoor Park, Rush Park and Montecito Center. Staff made necessary adjustments at mid-year.
5030-5025 5040-5025 5050-5025	Secured Property Taxes	Property Taxes have been paid for 1st and 2nd installments

5030-5032	Rossmoor Park - Building and Grounds Maintenance	Playground repairs, security lighting, sand volleyball and sprinkler upgrades were unanticipated expenses
5030-5051	Rossmoor Park - Equipment Rental	Pickleball sound barrier blanket
5030-6005	Rossmoor Park - Building and Improvements	Prop 68 Funding. Anticipate spending \$40,000 for picnic canopy. Will be completed in 23-24. Will carry over to 23-24 fiscal year
5040-5032	Montecito Center - Building and Improvements	All CR&R invoices were originally paid through this account. In process of reallocating funds to appropriate accounts
5050-6005	Rush Park - Building and Improvements	Prop 68 Funding. Anticipate spending \$30,000 for carpet and flooring during 22-23 fiscal year
5050-5045	Rush Park - Miscellaneous Expenditures	Miscoded to 5045. Will move to 5032
5070-5642	Street Sweeping	SCA is catching up on billing. Current expenditure is 53% as of March

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-3

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH ENRICHED FARMS & AVANTI HARVEST INC.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and approve a one-year extension to contract operation of a Farmers Market by and between Rossmoor Community Services District and Enriched Farms & Avanti Harvest, Inc., a California nonprofit corporation, to continue to conduct a Farmers Market on Thursdays, from 4 p.m. to 7 p.m., at Rush Park parking lot from May 11, 2023 to May 9, 2024. All other contract terms remain in full effect.

INFORMATION

Enriched Farms is well-known in the area. They have a number of Farmers Markets in the Southern California area including Costa Mesa, Irvine, Los Alamitos, Moorpark and Santa Paula. The market has a number of core vendors that keep return week-after-week. The District has received numerous compliments from residents who enjoy the outdoor market and meeting up with their neighbors.

The relationship between the Farmers Market and the Rossmoor community is still in its infancy stage. Crowds continue to grow stronger and more people are on the scene with the addition of weekly entertainment for kids, including the recent addition of an egg hunt for Easter.

ATTACHMENTS

1. April 14, 2023 Letter Request Extension of Agreement from Enriched Farms & Avanti Harvest, Inc.
2. Agreement between Enriched Farms & Avanti Farms and Rossmoor Community Services District dated May 10, 2022.



April 14, 2023

General Manager Joe Mendoza
Rossmoor Community Service District
3001 Blume Drive
Rossmoor, CA. 90720

Re: Letter Request Extension of Agreement

Dear Mr. Mendoza and the Rossmoor Community Service District,

Since the terms of our previous agreement in the operation of the Rossmoor Certified Farmers' Market is ending on May 9th, 2023, Enriched Farms / Avanti Harvest requests to extend the term of the existing agreement for a period of one year effective from **May 11th, 2023 to May 9th, 2024**, in accordance with the following clause: **Term 2.2** of the existing agreement dated **May 10th, 2022**, we appreciate the opportunity with the Rossmoor Community Service District, and we look forward into continuing to manage and operate the Rossmoor Certified Farmers Market.

Sincerely yours,

Jason Davis - President / Owner

Enriched Farms / Avanti Harvest

AGREEMENT TO OPERATE FARMERS MARKET

THIS AGREEMENT TO OPERATE FARMERS MARKET ("Agreement") is made as of May 10, 2022, by and between Rossmoor Community Services District (**DISTRICT**) and Enriched Farms & Avant Harvest Inc., a California nonprofit corporation with an address of 4273 Crabapple Court, Moorpark, CA 93021 (**CONTRACTOR**) with reference to the following facts:

RECITALS

A. **CONTRACTOR** is highly experienced in operating farmers markets and special events held in conjunction with and adjacent to farmers' markets, working with experienced organizations that book vendors, provide marketing and other services related to the operation of farmers' markets.

B. **DISTRICT** and **CONTRACTOR** enter this Agreement in order to set forth terms and conditions under which **CONTRACTOR** shall operate a farmers market taking place at Rush Park, located at 3001 Blume Dr., Rossmoor, California 90720 as is more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Event Area").

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DISTRICT** and **CONTRACTOR** hereby agree as follows:

1. Agreement

1.1 License. **DISTRICT** hereby grants to **CONTRACTOR** a limited, revocable license to access and use the Event Area subject to the provisions of this Agreement, for the sole purpose of providing and operating a turnkey, farmers' market, as that term is defined in the California Health and Safety Code Section 113742 and as certified and regulated by the State of California (the "Market"). **CONTRACTOR** shall operate the Market in compliance with this Agreement and all applicable state and local laws including, but not limited, Chapter 10.5 (commencing with Section 47000) of Division 17 of the California Food and Agricultural Code and the regulations adopted pursuant to that chapter. Provided **CONTRACTOR** is not in breach of this Agreement, the **DISTRICT** warrants that **CONTRACTOR** shall have the exclusive right to operate the Market on behalf of the **DISTRICT** in the Event Area, in accordance with the terms herein.

1.2 Hours and Days of Operation. The Market shall only operate and be open to the public between the hours of 4:00 p.m. to 7:00 p.m. (Market Hours) **Thursdays** (Market Day), starting **May 12, 2022**.

CONTRACTOR shall have access to the Event Area for loading and setup, and clear away and cleaning from 2:00 p.m. to 4:00 p.m. and 7:00 p.m. to 9:30 p.m., respectively, on each Market Day during the Term (as set forth in Section 2, below). Upon written

agreement of the CONTRACTOR and the General Manager of DISTRICT, due to special events or other reasons, the hours and days of operation may be modified.

1.3 Location of Market. The Market shall operate only within the Event Area. Notwithstanding the foregoing, DISTRICT and CONTRACTOR acknowledge that the exact location of the Event Area shall be subject to the approval of the Orange County Agricultural Commissioner in connection with its granting of an operating permit. In addition, subject to any required approval of Orange County Agricultural Commissioner, DISTRICT shall have the right to reasonably reconfigure the Event Area in order to accommodate and/or address any required changes. DISTRICT represents that to the best of its knowledge that CONTRACTOR's operation of the Market in conformity with the provisions of this Agreement, and its vendors' sales of products permitted under this Agreement, will not conflict with or breach the terms of any agreement or commitment between the DISTRICT and any third party within the market area of the Market. Upon written agreement of the CONTRACTOR and the General Manager of DISTRICT, due to special events or other reasons, the location may be modified.

(a) DISTRICT shall provide access to the following equipment for use by Market vendors at each Market Day as specified in Section 1.2.

- (i) Two (2) Restrooms (Two Men's & Women's)
- (ii) Garbage cans for customer use only

1.4 Scope of CONTRACTOR's Services. CONTRACTOR agrees as follows:

(a) CONTRACTOR shall operate and maintain a turnkey farmers' market during the times set forth in Section 1.2 at its sole cost and expense, in a first-class manner, and in compliance with this Agreement and with all applicable ordinances, resolutions, rules and local, State, and federal statutes, laws and regulations, as well as standard industry practices including, without limitation, on-site management, market rules and periodic (non-notified) inspections.

(b) CONTRACTOR, at its sole cost and expense, shall work with approved organization(s) to book vendors for the Market who produce and sell artisan prepared foods, fresh California produce, including fruits, nuts, vegetables, cut flowers, artisan breads, gifts, "green" crafts and other non-agricultural products sold at comparable farmers markets operated by the CONTRACTOR provided, however, all such vendors booked for the Market shall have appropriate licenses and be subject to the restrictions set forth in this Agreement.

(c) CONTRACTOR, at its sole cost and expense, shall provide and implement and/or cause to be provided and implemented, all safety measures necessary to reasonably protect the patrons and all other occupants of the Market during the Market's operating hours.

(d) **CONTRACTOR**, at its sole cost and expense shall obtain and maintain all necessary permits, certificates, and licenses required to legally operate the Market and shall ensure that all participating farmers, producers, and vendors obtain and maintain all necessary permits, certificates, and licenses required pursuant to the farmers market regulations, as set forth in the California Code of Regulations (Title 3, Division 3, Chapter 1, Sub-chapter 4, Article 6.5, commencing with Section 1392) pertaining to direct marketing producers, and all other applicable local, State and Federal laws and regulations including, but not limited to, Chapter 10.5 (commencing with Section 47000) of Division 17 of the California Food and Agricultural Code (collectively, "Applicable Laws").

(e) **CONTRACTOR**, at its sole cost and expense, shall surrender the Event Area in substantially the same condition, with all refuse, rubbish, trash barrels and personal property removed, as when received by **CONTRACTOR**, each week prior to that week's Market, excepting normal wear or tear.

(f) **CONTRACTOR** shall not remove, damage or alter in any way the existing Improvements or personal property of the **DISTRICT** located within the Event Area.

(g) **CONTRACTOR** shall repair, at its sole cost and expense, any damage or alteration to the Event Area occurring while occupied by **CONTRACTOR**, to substantially the same condition that existed before the damage or alteration, as determined by the **DISTRICT**.

(h) **CONTRACTOR** at its discretion, and sole cost and expense, shall offer a product mix of artisan prepared foods, fruits, vegetables, and non-agricultural products in the Market that will ensure maximum selection and minimize over-duplication, in compliance with Applicable Laws.

(i) During operation of the Market, **DISTRICT** may direct **CONTRACTOR** to require any particular vendor cease operation, or the sale of any particular good or service, if it is deemed by the **DISTRICT** to be inconsistent with its goals to provide an event that is appropriate for families, including persons less than 18 years of age.

(j) No secondhand or used merchandise is allowed to be sold, given away or offered for sale at the Market. Only the following new goods or services may be sold, given away, or offered for sale at the Market:

1. Agricultural or farm-raised products, including fruits, nuts, vegetables, honey, eggs, or other agricultural products, sold directly by the grower, except that marijuana or tobacco, or any product using marijuana or tobacco derivatives are not permitted.

2. Non-alcoholic beverages sold directly by the maker.

3. Prepared food, including baked goods, dried meats, and/or any other food item, sold directly by the maker, except no product using marijuana or marijuana

derivatives, tobacco, or alcohol is permitted.

4. Fresh-cut flowers and/or live plants, not including marijuana or tobacco.

5. Visual arts and homemade crafts, including paintings, sculptures, pottery, glasswork, quilts, jewelry, garden decorations, steel or iron home décor, furniture, woodworking items or other similar goods sold directly by the artist, but excluding any kind of smoking paraphernalia.

6. Any good or service not specifically listed above shall be submitted to the DISTRICT for approval a minimum of fourteen (14) calendar days prior to the date of operation of the Market.

(k) Any adult resident of the DISTRICT of Rossmore may request to become a vendor at the Market, provided that the resident complies with all requirements for vendors, provides insurance, if required by the DISTRICT, and complies with all Market regulations and the restrictions herein. CONTRACTOR may approve or deny requests, based upon availability of space, appropriateness of content, or other criteria applied to all.

2. Term.

2.1 Term. The term of this Agreement commence on May 10, 2022 and expire at 11:59 p.m. on May 9, 2023, unless sooner terminated or extended in accordance with the terms herein.

2.2 Extension. The parties may extend this agreement for an additional period, as agreed upon in writing.

3. Termination.

3.1 DISTRICT's Right to Terminate for Convenience. DISTRICT may at any time terminate this Agreement for any reason or no reason by providing CONTRACTOR at least thirty (30) days advance written notice.

3.2 For Breach. CONTRACTOR may terminate this Agreement if the DISTRICT (a) materially breaches any of its covenants, representations or warranties set forth in this Agreement, and (b) fails to cure such breach within thirty (30) days following service of written notice stating the nature of the breach, the intent to terminate, and demanding cure of the default.

4. Insurance and Indemnity.

4.1 Insurance.

4.1.1 Minimum Requirements. CONTRACTOR shall, at its expense,

procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation;* and (3) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than: (1) *General Liability:* A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance:* A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the CONTRACTOR and the DISTRICT against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the CONTRACTOR in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability:* a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by CONTRACTOR. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

4.1.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the DISTRICT, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the DISTRICT, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the DISTRICT. In the event any said policies or insurance are canceled, the CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or services under this Agreement shall commence until the CONTRACTOR has provided the DISTRICT with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the DISTRICT. CONTRACTOR agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for the payment of damages to any persons

or property resulting from the CONTRACTOR's activities or the activities of any person or persons for which the CONTRACTOR is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the DISTRICT due to unique circumstances.

4.2 Indemnification. To the maximum extent permitted by law, CONTRACTOR agrees to defend, with counsel acceptable to DISTRICT, indemnify, and hold free and harmless DISTRICT, its elected officials, officers, agents and employees, at CONTRACTOR's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against DISTRICT, its elected officials, officers, agents and employees arising out of (i) the performance of CONTRACTOR, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement; (ii) the use, occupancy, management or control of the Event Area by CONTRACTOR or CONTRACTOR's employees, agents, subcontractors or vendors; (iii) the operation of the Market; and/or (iv) CONTRACTOR's breach of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against DISTRICT, its elected officials, officers, agents and employees based upon the work performed by CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, the use, occupancy, management or control of the Event Area by CONTRACTOR or its employees, agents, subcontractors or vendors, the operation of the Market, and/or CONTRACTOR's breach of this Agreement, whether or not CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, CONTRACTOR shall not be liable for the defense or indemnification of DISTRICT for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of DISTRICT. This provision shall supersede and replace all other indemnity provisions contained either in the DISTRICT's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

5. Waiver of Claims. CONTRACTOR expressly waives all rights, if any, to assert any claims against the DISTRICT and/or its officers, elected officials, agents, volunteers and employees for any property damage or loss to CONTRACTOR and/or its agents, representatives or employees, by any reason of fire, theft, robbery or burglary, bodily injury, personal injury, death or any other cause whatsoever, unless and to the extent resulting from the gross negligence or willful misconduct of, or breach of this Agreement by, DISTRICT. DISTRICT shall have no responsibility to provide security, supervision or protection against any loss or harm that may be sustained by CONTRACTOR (or its employees, agents, representatives and guests) at the Market. CONTRACTOR accepts all responsibility for any injury or public liability incurred as a

result of its use of the Event Area unless and to the extent that any such claim is the due to the gross negligence or willful misconduct of, or breach of this Agreement by, the DISTRICT or its agents. CONTRACTOR has inspected or been provided the opportunity to inspect the Event Area before each authorized use/event and CONTRACTOR accepts the Event Area "as is" and without any representation or warranty, express or implied, of merchantability or fitness for a particular purpose.

6. **Interest Granted.** CONTRACTOR understands and agrees that this Agreement shall not be construed to convey any interest whatsoever in or to real property including, but not limited to, the Event Area, except a limited license as specifically described herein. CONTRACTOR shall have no right to sublicense any interest herein (other than to allow Market vendors to participate in the Market activities).

7. **Assignment and Subcontracting.** CONTRACTOR shall not assign any interest or subcontract any obligation herein, without DISTRICT's prior, written consent.

8. **Independent Contractor.** The relationship of the CONTRACTOR to the DISTRICT created by this Agreement is that of an independent contractor and neither CONTRACTOR nor its employees shall be considered to be employees or agents of DISTRICT nor shall anything contained herein be deemed in any way to constitute a partnership, joint venture or joint enterprise between DISTRICT and CONTRACTOR. Subject to the provisions of this Agreement and Applicable Law, CONTRACTOR shall have sole control, supervision, direction and responsibility over the vendors at the Market, its employees and the manner and means of operating the Market.

9. **Miscellaneous.**

9.1 **Notices.** All notices, demands, statements or communications given or required to be given by either party to the other under this Agreement shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, by Federal Express or other established overnight courier, or delivered personally, to the address set forth herein or to such other place as either party may from time to time designate in a notice to the other party. When addressed in accordance with this Section, and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery. Any notice sent to CONTRACTOR or DISTRICT shall be sent to the following addresses:

TO DISTRICT: Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720
Attn: Joe Mendoza

TO CONTRACTOR: Enriched Farms / Avantl Harvest
4273 Crabapple Court
Moorpark, CA 93021
Attn: Jason Davis

Either party may, by giving written notice in accordance with this Section, change the names or addresses of the persons or department designated to receive the future notices.

9.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, subject to the limitations on assignment set forth in Section 7, above.

9.3 Applicable Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. Any litigation concerning this Agreement shall take place in Orange County, California.

9.4 Entire Agreement. This Agreement and the exhibits hereto constitute the full understanding between DISTRICT and CONTRACTOR. It is understood and acknowledged that there are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, whether written or oral, between the parties.

9.5 Invalidity; Severability. If any term, covenant or condition contained herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall not affect any other term, covenant or condition herein contained. Any amendments or modifications of this Agreement must be in writing and signed by both parties hereto.

9.6 Waiver. No provision of this Agreement shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party of any breach of any provision herein contained shall not be deemed to be a waiver of a subsequent breach of such provision or any other term, covenant or condition herein contained.

9.7 Attorneys' Fees. If at any time after the date that this Agreement has been executed by DISTRICT and CONTRACTOR, either party institutes any action or proceeding against the other party relating to the provisions of this Agreement or any default hereunder, the non-prevailing party shall reimburse the prevailing party for reasonable attorney's fees, costs or disbursements actually incurred by the prevailing party in connection with such action or proceeding (including, without limitation, the reasonable expenses for attorney's fees and all costs and disbursements and any fees, costs or disbursements incurred on appeal from such action or proceeding).


9.8 Power and Authority. Each of the persons executing this Agreement on behalf of CONTRACTOR and DISTRICT respectively warrants and represents to the other that they have full power and authority to execute this Agreement and bind their respective parties hereto.

9.9 No Third Party Beneficiaries Intended. Unless otherwise expressly provided for herein, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

9.10 Counterparts. This Agreement may be executed in counterparts, including by PDF format exchanged by email, with the same effect as if all parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

ROSSMOOR COMMUNITY SERVICES DISTRICT

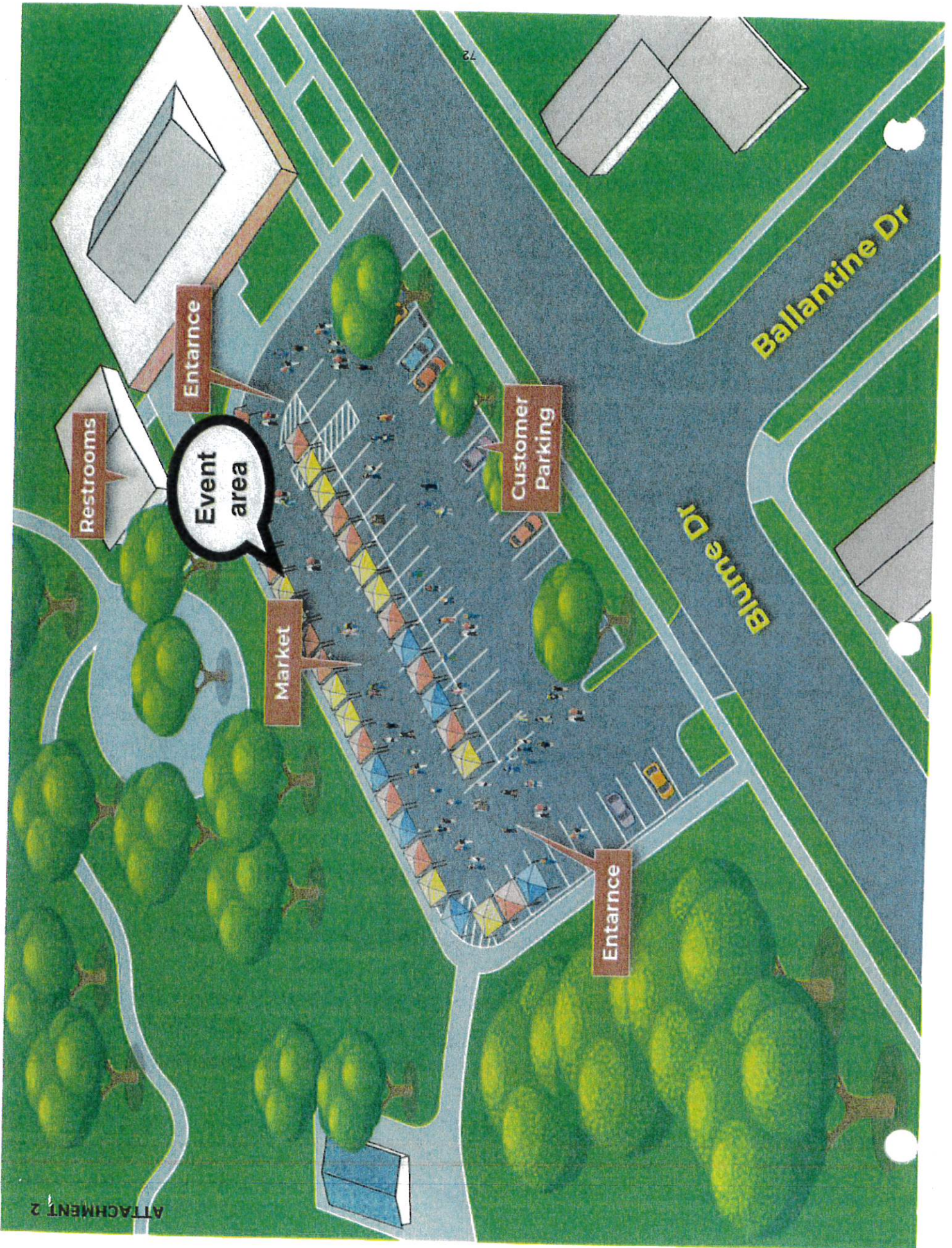
By:  Date: 5/16/2022
Joe Mendoza
General Manager

ENRICHED FARMS & AVANTI HARVEST INC.

By:  Date: 05/16/2022
Jason Davis
President

APPROVED AS TO FORM FOR DISTRICT

By:  Date: 5-16-22
Tarquin Preziosi
General Counsel



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: RESOLUTION NO. 23-05-09-01: A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve by roll call vote, Resolution No. 23-05-09-01, by reading the title only and waiving further reading as follows:

RESOLUTION NO. 23-05-09-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024

BACKGROUND

Article XIII B of the State Constitution requires that the RCSD Board of Directors establish the Fiscal Year appropriations limit by calculating population and inflation factors. The 2023-2024 Fiscal Year appropriations limitation shall be \$2,717,901.

ATTACHMENTS

1. Resolution 23-05-09-01 and Exhibit A
2. May 2023 Letter from Director of the California Department of Finance and Attachments A, B & C

RESOLUTION NO. 2023-05-09-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024

WHEREAS, on November 6, 1979, the voters of California added Article XIII B to the State Constitution placing limitations on the appropriations of state and local governments; and

WHEREAS, Article XIII B was amended by voters in November 1990 through the passage of Proposition 111 which established Fiscal Year 1986-87 as the base year for establishing the appropriations limit; and

WHEREAS, Article XIII B now requires the Rossmoor Community Services District to select population and inflation factors for determining the appropriations limit.

NOW, THEREFORE, the Board of Directors of the Rossmoor Community Services District does hereby resolve as follows:

SECTION 1. The Fiscal Year 2023-24 appropriations limitation shall be \$2,717,901, as calculated on Exhibit A, attached hereto.

SECTION 2. The inflation factor being utilized to determine the Fiscal Year 2023-24 appropriations limit is the percentage change in California per capita personal income, as shown on Exhibit A, attached hereto.

SECTION 3. The population factor being utilized to calculate the Fiscal Year 2023-24 appropriations limit is the County population growth, as shown on Exhibit A, attached hereto.

SECTION 4. The District reserves the right to change or revise the growth factors associated with the calculation of the appropriations limit if such changes or revisions would result in a more advantageous appropriations limit in the present or future.

PASSED AND ADOPTED this 9th day of May 2023.

- Ayes:
- Noes:
- Abstain:
- Absent:

Board of Directors
Rossmoor Community Services District

Tony DeMarco, President

ATTEST:

Joe Mendoza, Secretary
Rossmoor Community Services District

**Rossmoor Community Services District
APPROPRIATIONS LIMIT
FISCAL YEAR 2023-24**

Appropriations Limit Calculation

Appropriations Limit Fiscal Year 2022-23	\$	2,614,383
Adjustment Factor for Fiscal Year 2023-24	x	1.0396
Appropriations Limit Fiscal Year 2023-24	\$	<u>2,717,901</u>

FY 2023-24 Appropriations Subject to Limit and Appropriation Margin:

Proceeds of Taxes	\$	1,767,400
Less Exclusions, Qualified Capital Outlay		-
FY 2023-24 Appropriations Subject to Limit		<u>1,767,400</u>
FY 2023-24 Appropriations Limit		2,717,901
FY 2023-24 Appropriations Under Limit	\$	<u>950,501</u>

Calculation of Adjustment Factor for Fiscal Year 2023-24

Per Capita Personal Income Change = 4.44%*		1.0444
Population Change (County) = -.46%*	x	0.9954
Adjustment Factor for Fiscal Year 2022-23		<u>1.0396</u>

**Data from the State DOF (see letter May 2023). Per capita personal income change % is the "price factor." The law then allows either the population change percent of the District or the County to be used, whichever is higher. For FY 2023-24, the County of Orange population change was used.*



Gavin Newsom ■ Governor
1021 O Street, Suite 3110 ■ Sacramento CA 95814 ■ www.dof.ca.gov

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
 Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: $1.0444 \times 0.9965 = 1.0407$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change	--- Population Minus Exclusions ---		Total
	2022-2023	1-1-22	1-1-23	1-1-2023
Orange				
Aliso Viejo	-0.49	51,016	50,766	50,766
Anaheim	-2.19	335,929	328,563	328,580
Brea	2.63	46,947	48,184	48,184
Buena Park	0.19	83,359	83,517	83,517
Costa Mesa	-0.42	111,649	111,183	111,183
Cypress	-0.12	49,877	49,818	49,818
Dana Point	0.44	33,009	33,155	33,155
Fountain Valley	0.02	56,976	56,987	56,987
Fullerton	-0.10	143,013	142,873	142,873
Garden Grove	-0.01	171,195	171,183	171,183
Huntington Beach	-0.38	196,469	195,714	195,714
Irvine	-0.86	305,688	303,051	303,051
Laguna Beach	-0.27	22,506	22,445	22,445
Laguna Hills	-0.46	30,667	30,525	30,525
Laguna Niguel	-0.47	65,010	64,702	64,702
Laguna Woods	-0.49	17,536	17,450	17,450
La Habra	-0.33	62,037	61,835	61,835
Lake Forest	0.59	86,614	87,127	87,127
La Palma	-0.45	15,402	15,332	15,332
Los Alamitos	1.98	11,894	12,129	12,129
Mission Viejo	-0.30	92,118	91,846	91,846
Newport Beach	-0.29	83,653	83,411	83,411
Orange	0.66	138,155	139,063	139,063
Placentia	2.30	51,327	52,507	52,507
Rancho Santa Margarita	-0.49	47,300	47,066	47,066
San Clemente	-0.31	63,431	63,237	63,237
San Juan Capistrano	0.63	34,869	35,089	35,089
Santa Ana	-1.52	304,258	299,630	299,630
Seal Beach	0.72	24,247	24,422	24,647
Stanton	0.25	38,986	39,084	39,084
Tustin	-0.17	79,696	79,558	79,558
Villa Park	-0.02	5,791	5,790	5,790
Westminster	-0.18	90,660	90,498	90,498
Yorba Linda	-0.32	67,284	67,068	67,068
Unincorporated	-0.47	132,737	132,114	132,114
County Total	-0.46	3,151,305	3,136,922	3,137,164

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023

County	Percent Change	--- Population Minus Exclusions ---	
	2022-23	1-1-22	1-1-23
Napa			
Incorporated	-0.97	111,917	110,833
County Total	-0.99	134,274	132,945
Nevada			
Incorporated	0.25	33,423	33,506
County Total	-0.26	100,926	100,667
Orange			
Incorporated	-0.46	3,018,568	3,004,808
County Total	-0.46	3,151,305	3,136,922
Placer			
Incorporated	0.59	296,653	298,408
County Total	0.21	409,441	410,305
Plumas			
Incorporated	-1.64	2,129	2,094
County Total	-1.23	19,232	18,996
Riverside			
Incorporated	0.24	2,024,892	2,029,837
County Total	0.34	2,423,020	2,431,270
Sacramento			
Incorporated	0.44	965,442	969,714
County Total	-0.02	1,568,532	1,568,233
San Benito			
Incorporated	0.53	44,674	44,913
County Total	0.19	65,543	65,666
San Bernardino			
Incorporated	0.20	1,860,675	1,864,456
County Total	0.12	2,150,981	2,153,467

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: RESOLUTION NO. 23-05-09-02: A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING POOLING OF SELF-INSURANCE THROUGH THE PRIMARY WORKERS' COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWER INSURANCE AUTHORITY.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve by roll call vote, Resolution No. 23-05-09-02, by reading the title only and waiving further reading as follows:

RESOLUTION NO. 23-05-09-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING POOLING OF SELF-INSURANCE THROUGH THE PRIMARY WORKERS' COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWER INSURANCE AUTHORITY

BACKGROUND

Approval of Resolution No. 23-05-09-02 will allow RCSD staff to move forward with completing the process to secure Workers' Compensation coverage through the California Joint Powers Insurance Authority. Due to a reclassification of employees, the premium for State Fund Worker's Compensation coverage is currently \$52,000 annually, versus the premium that CJPIA is offering of \$12,000 annually. Since the State Compensation Fund will not provide a Short-Rate Penalty fee until a declaration/resolution is received, an exact penalty amount cannot be secured. Therefore, RCSD staff utilized the California Short-Term Cancellation table (attachment 2) to provide an estimated cancellation fee. Based on the table provided by State Fund, we estimate the cancellation fee to be \$12,333 from the July 1, 2023, cancellation date until November 23, 2023 end of contract.

ATTACHMENTS

1. Resolution 23-05-09-02
2. State Fund Short-Rate Cancellation Table

RESOLUTION 23-05-09-02**RESOLUTION NO. 23-05-09-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING POOLING OF SELF-INSURANCE THROUGH THE PRIMARY WORKERS' COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY.**

The Board of Directors of the Rossmoor Community Services District, Rossmoor, California hereby does find and resolve as follows:

WHEREAS, pursuant to the provisions of Section 6500 et seq. and also Section 3700, et. seq., of the California Labor code, the California Joint Powers Insurance Authority ("California JPIA) was created in 1977; and

WHEREAS, The Rossmoor Community Services District has executed the Joint Powers Agreement to become a member of the California JPIA; and

WHEREAS, the California JPIA has established and administered a successful Workers' Compensation Self-Insurance and Loss Pooling Program for its members since January 1, 1980; and

WHEREAS, there are significant financial and administrative advantages for the Rossmoor Community Services District to provide workers' compensation coverage for its employees through the Primary Workers' Compensation Protection Program of California JPIA.

NOW, THEREFORE, THE ROSSMOOR COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:

Section 1. Workers' compensation coverage for employees of the Rossmoor Community Services District through the Workers' Compensation Protection Program of the California JPIA is hereby authorized and directed, effective July 1, 2023, for a minimum commitment period of three years, pursuant to the terms of the Primary Workers' Compensation Memorandum of Coverage in effect at the time of any occurrence covered by the Memorandum of Coverage.

Section 2. the General Manager or his/her designee of the Rossmoor Community Services District is authorized and directed to apply to the Department of Industrial Relations for a Certificate of Consent to Self-insure, and to take such other actions as be necessary to effectuate self-insurance of workers' compensation for employees of the Rossmoor Community Services District.

Section 3. That an initial annual contribution of \$12,000 is approved for the Primary Workers' Compensation Protection Program is approved and the appropriate officers of the Rossmoor Community Services District are authorized to pay the same to the California JPIA.

Section 4. That the Rossmoor Community Services District will subsequently be required to make annual contributions and annual contribution adjustments as provided in Articles 17 and 21 of the Joint Powers Agreement.

Section 5. That coverage is provided on a first dollar incurred per claim basis and there is no self-insured retention level. The cost allocation formula, including the self-insured

retention level, is periodically reviewed by the California JPIA and may be changed or amended in subsequent Program year.

Section 6. That the Board President shall sign and the Rossmoor Community Services District's Clerk shall certify to the passage and adoption of this Resolution, and thereupon the same shall take effect and be in force.

Section 7. That the Rossmoor Community Services District's Secretary is directed to forward a certified copy of this Resolution to California JPIA, 8081 Moody Street, La Palma, California 90623

PASSED AND ADOPTED this 9th day of May 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ABSENT: _____

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Tony DeMarco, President

ATTEST:

Joe Mendoza, Secretary
Rossmoor Community Services District

ENDORSEMENT AGREEMENT



CALIFORNIA SHORT-RATE CANCELLATION

REP D1
9221828-22
RENEWAL
SC
1-82-84-70
PAGE 1 OF 2

HOME OFFICE
SAN FRANCISCO

EFFECTIVE NOVEMBER 23, 2022 AT 12.01 A.M.
TO NOVEMBER 23, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ROSSMOOR COMMUNITY SERVICES DISTRI
3001 BLUME DR
ROSSMOOR, CA 90720

THE INSURANCE UNDER THIS POLICY IS LIMITED AS FOLLOWS:

IT IS AGREED THAT ANYTHING IN THE POLICY TO THE CONTRARY
NOTWITHSTANDING, SUCH INSURANCE AS IS AFFORDED BY THIS
POLICY IS SUBJECT TO THE FOLLOWING PROVISIONS:

IF YOU CANCEL THE POLICY AND A DISCLOSURE WAS PROVIDED IN
ACCORDANCE WITH SECTION 481 (C) OF THE CALIFORNIA INSURANCE
CODE, FINAL PREMIUM WILL BE BASED ON THE TIME THIS POLICY
WAS IN FORCE AND INCREASED BY THE SHORT-RATE CANCELLATION
TABLE BELOW:

SHORT-RATE CANCELLATION TABLE

FINAL PREMIUM BASED ON THE TABLE BELOW WILL NOT BE LESS
THAN THE MINIMUM PREMIUM FOR THIS POLICY.

DAYS = EXTENDED NUMBER OF DAYS
% = PERCENTAGE OF FULL POLICY PREMIUM

<u>DAYS</u>	<u>%</u>	<u>DAYS</u>	<u>%</u>	<u>DAYS</u>	<u>%</u>
1	5%	2	6%	3-4	7%
5-6	8%	7-8	9%	9-10	10%
11-12	11%	13-14	12%	15-16	13%
17-18	14%	19-20	15%	21-22	16%
23-25	17%	26-29	18%	30-32	19%
33-36	20%	37-40	21%	41-43	22%
44-47	23%	48-51	24%	52-54	25%
55-58	26%	59-62	27%	63-65	28%

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

NOVEMBER 28, 2022

Kent R. Van Lan
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO

ENDORSEMENT AGREEMENT



CALIFORNIA SHORT-RATE CANCELLATION

REP D1
9221828-22
RENEWAL
SC
1-82-84-70
PAGE 2 OF 2

HOME OFFICE
SAN FRANCISCO

EFFECTIVE NOVEMBER 23, 2022 AT 12.01 A.M.
TO NOVEMBER 23, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ROSSMOOR COMMUNITY SERVICES DISTRI
3001 BLUME DR
ROSSMOOR, CA 90720

CONTINUED.

66-69	29%	70-73	30%	74-76	31%
77-80	32%	81-83	33%	84-87	34%
88-91	35%	92-94	36%	95-98	37%
99-102	38%	103-105	39%	106-109	40%
110-113	41%	114-116	42%	117-120	43%
121-124	44%	125-127	45%	128-131	46%
132-135	47%	136-138	48%	139-142	49%
143-146	50%	147-149	51%	150-153	52%
154-156	53%	157-160	54%	161-164	55%
165-167	56%	168-171	57%	172-175	58%
176-178	59%	179-182	60%	183-187	61%
188-191	62%	192-196	63%	197-200	64%
201-205	65%	206-209	66%	210-214	67%
215-218	68%	219-223	69%	224-228	70%
229-232	71%	233-237	72%	238-241	73%
242-246	74%	247-250	75%	251-255	76%
256-260	77%	261-264	78%	265-269	79%
270-273	80%	274-278	81%	279-282	82%
283-287	83%	288-291	84%	292-296	85%
297-301	86%	302-305	87%	306-310	88%
311-314	89%	315-319	90%	320-323	91%
324-328	92%	329-332	93%	333-337	94%
338-342	95%	343-346	96%	347-351	97%
352-355	98%	356-360	99%	361-365	100%

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

NOVEMBER 28, 2022

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-3

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: RESOLUTION NO. 23-05-09-03: A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER & WINE) AT THE 2023 ROSSMOOR SUMMER FESTIVALS.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve by roll call vote, Resolution No. 23-05-09-03, by reading the title only and waiving further reading as follows:

RESOLUTION NO. 23-05-09-03 A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER & WINE) AT THE 2023 ROSSMOOR SUMMER FESTIVALS

INFORMATION

Approval of Resolution No. 23-05-09-03 will allow RCSD staff to move forward with the addition of a Beer Garden to the Summer Family Festival Events. Tap Truck will be contracted directly through Elite Special Events who will ensure that all licensing and insurance requirements per Rossmoor Community Services District Procedures and Policy No. 6011 are satisfied.

ATTACHMENTS

1. Resolution No. 23-05-09-03
2. District Procedures for Events Requesting the Dispensing or Consumption of Alcohol (*Beer and Wine Only*)
3. Policy No. 6011 Rules and Regulations for Use of District Property
4. Tap Truck Information

RESOLUTION 23-05-09-03

RESOLUTION NO. 23-05-09-03 A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING THE POSSESSION AND CONSUMPTION OF ALCOHOL DURING THE 2023 ROSSMOOR SUMMER FESTIVALS TO BE HELD IN RUSH PARK.

WHEREAS, the Rossmoor Community Services District did at their meeting on February 10, 2015 approve Ordinance No. 2015-01 codifying Policy No. 6011 which permits the possession and consumption of alcohol (beer and wine) at community events with approval of the Board by resolution.

WHEREAS, the possession and consumption of alcohol at a community event requires approval by the Board of Directors by resolution for each community event.

WHEREAS, in accordance with Policy No. 6011, Elite Special Events has requested approval for the possession and consumption of beer and wine at 2023 Summer Festivals in Rush Park.

WHEREAS, the Board of Directors desires to approve this request subject the applicable provisions of Policy No. 6011 and to the conditions stated herein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rossmoor Community Services District, that the possession, consumption and dispensing of beer and wine at the 2023 Rossmoor Summer Festivals held in Rush Park is hereby authorized, provided, however, that Elite Special Events first obtain any all required licenses from the Alcohol Beverage Control Board and present the same to the General manager at least 30 days prior to June 3, 2023, and thereafter comply with all applicable laws, rules, regulations, policies and ordinances regarding alcoholic beverages and the use of District Property, and maintain in full force and effect general liability insurance naming the District as additional insured in an amount of not less than \$1,000,000.00

PASSED AND ADOPTED this 9th day of May 2023.

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Tony DeMarco, President

ATTEST:

Joe Mendoza, Secretary
Rossmoor Community Services District



ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

DISTRICT PROCEDURES FOR EVENTS REQUESTING THE DISPENSING OR CONSUMPTION OF ALCOHOL (BEER AND WINE ONLY)

Description: Any request to serve alcohol (**beer and wine only**) within District Property including outdoor 'events' and/or facility reservations shall be governed by Policy No. 6011 Rules and Regulations For Use of District Property

6011.73 Alcoholic Beverages: No Person shall, within the limits of District property, possess or consume any alcoholic beverage. This prohibition shall not apply to beer and/or wine during specific times and locations in connection with a District approved or sponsored event where consumption and/or possession of beer and/or wine is specifically approved in advance by resolution of the Board and where such consumption and/or possession is otherwise unlawful.

Examples: Celebrations, Weddings, Rossmoor Community Festival, Fundraisers or any other type of event for which the dispensing or consumption of alcohol is being requested.

Application Process: Please read carefully prior to any Alcohol Beverage Control (ABC) license request. **The requesting group is solely responsible for receiving approval from the ABC and Orange County Health Care Agency (OCHCA) located in Santa Ana. The District is not responsible for assisting applicant with forms:**

- Step 1:** Applicant must fill out the appropriate facility or park use Application and Special Event Application provided by District **at least 90 days prior** of the event date. In addition, detailed information should be submitted in writing based on the Special Event requirements indicated below. Requests which do not include a scope of the event will not be accepted. **A \$50 special event/alcohol filing fee must be accompanied with the application and is non-refundable. An additional non-refundable \$150 fee will be applied to your permit if your request is approved by the ABC. A refundable Alcohol Cleaning/Damage Deposit in the amount of \$350.00 is also required for all events at which beer and/or wine will be consumed.**
- Name of organizer and contact information
 - Detailed description of the scope of the event
 - Diagram of venue area and/or floor plan
 - Hours of the event
 - Layout of the event
 - Anticipated number of workers, volunteers, attendees
 - Security measures
- Step 2:** Meet with District staff to discuss the scope of the event if there are any questions pertaining to said event.

Step 3: If the request is approved by the District's General Manager, the request must be to be approved by a Resolution of the District's Board of Directors. The Board of Directors meets regularly on the 2nd Tuesday of the month. Alcohol requests submitted less than 15 business days prior to the next Board meeting will have to be placed on the following month's Agenda.

If the Board approves the Resolution, please continue with the following steps:

Step 5: **APPROVAL FROM ABC**

A. If Requesting Group is a Non-Profit (all others please refer to section to B or C below):

1. **See attached ABC Non-Profit Guidelines Information.**
2. Fill out and submit ABC Form 221 and District approval letter (can be obtained from the District's General Clerk) to the Santa Ana District office and pay established permit fees. This is attached and can also be found at <http://www.abc.ca.gov/forms/PDFSp.html>.

ABC Santa Ana District Office

605 W Santa Ana Blvd, Bldg 28, Suite 369

Santa Ana, CA 92701

(714) 558-4101

(714) 953-4486 FAX

STA.Direct@abc.ca.gov

3. Fill out and submit appropriate OCHCA beverage dispensing requirements. District staff can give you the application and contact information for the OCHCA.

B. Requests for events at which Alcohol will be SERVED AT NO COST (no selling of alcohol permitted) for a private event such as a wedding or celebration ONLY:

1. ABC does not require approval for private events in which alcohol will be served under certain circumstances. Coordination with District staff is required for all event requests.

C. Requests at which Alcohol will be sold to guests for a wedding or celebration, political event, a commercial event or other type of non-private event, will be evaluated on a case by case basis by the District. The Requesting Group will be required to contact ABC and obtain the correct type of approval.

Step 6: SECURITY & INSURANCE

- A. Any events at which alcohol will be provided at no cost shall require hiring of licensed private security guards. The number of security guards will be determined by the District and/or ABC depending the scope of the event, number of attendees, etc. A security firm may be chosen from the list provided by the District. Security fees must be payable directly to the Security firm.
- B. Liability insurance must also be obtained naming the District as an additional insured and can be selected from a list provided by the District's General Clerk. Fees must be payable directly to the insurance firm.

Step 8: OBTAIN PERMIT FROM THE DISTRICT AND PAY REQUIRED FEES:

- A. If your request is approved by the OCHCA (where applicable) and ABC, the District may grant your request and issue the applicant a permit if all the special requirements and fees are paid at least 10 days prior to scheduled event.

Availability: Any requests conflicting with scheduled youth sports activities, religious services held at Rush Park, the Paper Drive or other requests conflicting with another scheduled special event or District special events will not be granted.

Park Hours: 7:00 a.m. to 10:00 p.m.*

*District Policy No. 6010.10 Limitations, states:

Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless approved by the Board, no outdoor events including preparation time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m or conclude after dusk on non-lighted parks or 10:00 p.m. on lighted parks and facilities.

FEES: The applicant will be required to pay any fees for use of District property in accordance with the District's Fee Schedule.

Additional Fees: The OCHCA and/or ABC may require additional fees/security payable directly to their organizations.

Additional Requirements: Additional Orange County Fire Authority or County of Orange Special Event permitting requirements may be required based on the scope of your event. The District is not responsible for assisting with this application process. Additional fees may be required by those agencies.

If you have any questions regarding procedure or process for approval, please contact the Rush Park office Monday thru Friday 9:00am to 5:00pm at 562-430-3707.

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6011

RULES AND REGULATIONS FOR USE OF DISTRICT PROPERTY

6011.00 Purpose: The purpose of this policy is to provide for the orderly administration and control of District property within the District and establish rules and regulations to provide a safe and enjoyable environment for those using these facilities.

6011.10 Definitions: For the purpose of this policy the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates to the contrary:

6011.11 Alcoholic Beverage: Alcohol, spirits, liquor, wine, beer and every liquid or solid containing one-half of one (0.5) per cent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

6011.12 Board: The Board of Directors of the Rossmoor Community Services District.

6011.13 District: The Rossmoor Community Services District

6011.14 District Property: Every park and mini-park, building, facility, court, field or vehicle parking area owned, managed or controlled by the District.

6011.15 Facility: May include any or all of the following: Rush Park Auditorium, East Room, West Room, Administration Building, kitchens, Rossmoor Park Community Center, Montecito Center, picnic site, court or field.

6011.16 General Manager: The General Manager of the District.

6011.17 Group "Group" means all Persons subject to the same permit.

6011.18 Person: Person means every individual, corporation, partnership, limited liability company, joint venture, association, social club, fraternal organization or any other Group or combination of individuals including spectators.

6011.19 User Permit: District approved written permission for event, activity or function to take place on District property issued by the General Manager of the District pursuant to Policy No. 6010.

6011.20 Mobile Food Vending Cart: A mobile motorized or non-motorized cart, hand truck, stand or similar device that is used for preparation, vending and/or dispensing of food and/or beverages, other than a motor vehicle as defined in Vehicle Code § 415.

6011.20 Management of District Property: The General Manager shall administer this policy or other related policies in such a manner as to achieve the maximum benefit to the residents of Rossmoor and visitors. This policy shall be enforced by the General Manager and such of his/her agents as he/she may designate to perform said duty, and/or shall be enforced by any peace officer, who has authority within the District pursuant to Penal Code section 830.1. For other than casual use of a court or field by less than 10 persons, a User Permit is required for the use of District facilities. Casual use shall be limited to a non-recurring, non-commercial or unscheduled activity.

6011.30 Compliance: The privilege of any Person to use District property is expressly conditioned upon compliance by that Person with the provisions of this policy as they apply to such use

6011.40 Hours of Operation: All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No person or group shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its employees and contractors, or law enforcement officers or for District sponsored events except as otherwise limited by Policy No. 6010—General Manager Authority and Ordinance No. 2014-03. District buildings shall be open to the public with a proper permit during the same hours of operation.

6011.50 Commercial/Non-Profit Use of District Property; User Permit Required: A User Permit is required for the commercial or non-profit use of District property. Commercial use is governed by Policy No. 6022 Commercial Use of District Property and non-profit use is governed by Policy No. 6021 Non-Profit Use of District Property. These classifications differentiate routine uses by residents and non-residents.

6011.60 Parks & Facilities Committee: The Parks & Facilities Committee is comprised of two Board members and the General Manager. The President appoints the members of the Committee.

6011.70 Prohibited Activities: Following are activities specifically prohibited on District property.

6011.71 Unauthorized Motor Vehicles: No Person shall operate an unauthorized motor vehicle, four-wheel drive vehicle, motorcycle, motorbike, motor dirt bike, all-terrain vehicle, off highway vehicle or any other motorized vehicle within District property except as authorized by the General Manager.

6011.72 Skateboards: No Person shall ride a skateboard propelled by human power to roll or coast within District property.

6011.73 Alcoholic Beverages: No Person shall, within the limits of District property, possess or consume any alcoholic beverage. This prohibition shall not apply to beer and or wine during specific times and locations in connection with a District approved or sponsored event where consumption and or possession of beer and or wine is specifically approved in advance by resolution of the Board and where such consumption and or possession is otherwise lawful.

6011.74 Firearms, Weapons, Fireworks, Replica Firearms: No Person shall have any fireworks, firearms, replica firearms, air gun, paint ball gun, BB gun, slingshot or bow or hunting arrow or any weapon in his/her possession on District property, nor shall any person discharge any firearm, fireworks or weapon or display any replica firearm on District property.

6011.75 Controlling Domestic Animals:

Leash Required. No Person shall allow a dog or other domestic animal in any park unless the animal is restrained at all times by a substantial leash not to exceed six (6) feet in length and in the control of a person competent to restrain the animal, or unless the animal is restrained and enclosed in a cage, crate or similar enclosure.

Animal Wastes. All Persons shall remove and properly dispose of animal excreta from any park.

Dog Shows. Nothing in this section shall prevent the District from holding supervised public events on District property in which domestic animals participate, nor shall it prohibit the General Manager from issuing permits for group activities wherein dogs will be under the responsible care of a person while not restrained by a leash or enclosed in a cage or similar enclosure while participating in a permitted canine event.

Approvals for events in which animals other than dogs and cats participate are subject to specific approvals and conditions as determined by the General Manager.

6011.76 Golfing: No Person shall use a golf club or similar device to strike, hit, or similarly propel a golf ball within the boundaries of any park.

6011.77 Unsafe Activity: No Person shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park.

6011.78 Disorderly Conduct and Noise: No Person shall fight or challenge another person to fight or maliciously and willfully disturb another person by loud and unreasonable noise or who uses offensive language that is inherently likely to provoke an immediate violent reaction within District property.

6011.79 Electrical Outlets: No person shall use any outdoor electrical outlets in District parks. This prohibition shall not apply to District employees or contractors acting within the scope of employment, or persons authorized to do so under a User Permit.

6011.80 Violation of laws, rules, or ordinance: No person shall use any District park in violation of any District policy, rule, regulation, or ordinance; nor shall any person use any District park in violation of any state or federal law.

6011.90 Rental Fees and Charges: See Policy No. 6015 Establishment of Fees and Charges for Use of District Property.

6011.100 Amplified Sound System, Music and Live Music-Permit Required: No Person or Group shall setup, use, operate or maintain an amplified sound system, music and live music within any park without first obtaining a User Permit which specifies such is permitted. The General Manager or staff are expressly given the authority to determine the maximum amplification permissible in areas designated consistent with other persons' enjoyment of District property.

6011.110 Fire Regulation:

6011.111 Smoking: Smoking of any substance by any means, including cigarettes, cigars, pipes, vaping, electronic cigarettes as defined in Health & Safety Code § 11405, or other similar electronic smoking devices, is not permitted on District property. The General Manager shall post smoking regulations at conspicuous locations.

6011.112 Barbecues: Use of barbecues at parks and mini parks is permitted in designated cemented areas clear of trees and buildings with prior General Manager authorization. Smokers are prohibited. Hot coals may not be disposed of in any parks.

6011.113 Building Capacity: The occupancy of any District building shall not exceed the posted capacity of persons as determined by the Orange County Fire Marshall.

6011.120 Inflatable Devices: Devices which require inflation by mechanical means or compressed gas containers, commonly called "bouncers" "jumpers" or "laser tag", are not permitted on District property unless the Group has paid required fees and provided to the District a valid certificate of insurance for at least \$1,000,000, naming the District as an additional insured. "Bouncers" or "jumpers" which require the use of water are not permitted. Helium filled balloons are not permitted in the Rush Park Auditorium.

6011.130 Mobile Food Vending Carts: Mobile Food Vending Carts that serve, dispense or contain heated foods are not permitted on District property in connection with a Group and/or a User Permit unless the Group has paid required fees and provided to the District a valid certificate of insurance for at least \$1,000,000, naming the District as an additional insured.

Adopted: Resolution 94-4, April 13, 1994
Approved renumbering & format: October 8, 2002
Reaffirmed: June 10, 2003
Amended: August 12, 2008
Amended: September 8, 2009
Amended: October 13, 2009
Amended: July 10, 2012
Readopted by Ordinance 2014-01: January 14, 2014
Readopted by Ordinance 2014-04: November 11, 2014
Readopted by Ordinance 2015-01: February 10, 2015
Amended: September 8, 2015

Tap Truck Proposal

Ted Holcomb- Elite Special Events



\$4,000 - \$6,000

15% Sales Split

\$6,500- \$8,000

18% Sales Split

\$9,000 - \$10,000+

20% Sales Split

MENU

Mexican Lager

Hazy IPA

Amber Lager

Craft Seltzer

Wine Options

Pomegranate Margarita

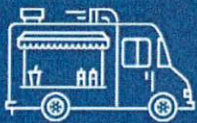
With a different collection of beers/ drinks at each event!



ROSSMOOR FAMILY FESTIVAL



RUSH PARK 2-8PM



TOP FOOD TRUCKS
CRAFT VENDORS
KIDS CARNIVAL
LIVE BANDS



Summer Series

Headline Bands

JUNE 3RD

FAMILIAR
FACES

JULY 8TH

GOLD RUSH
COUNTRY

AUG 12TH

THE
EMPERORS

SEPT 9TH

STONE
SOUL

Rush Park: 3001 Blume Dr. Rossmoor

For Info: Call-(562) 799-7737

Arrival: 12-12:30pm

With exception on June 3rd Arrival:10-10:30 am

Service: 2-8:00pm

Service Plan: 4 Team Members - 2 POS -
Large Bar Setup - ID Check

Tenting and Table Set-Up handled by event host

ABC Information

Event Name/ Title: Family Foodie Fest

Event Host Name: Ted Holcomb

Event Date: June 3rd, 2023

Day of Event Contact: Ted Holcomb

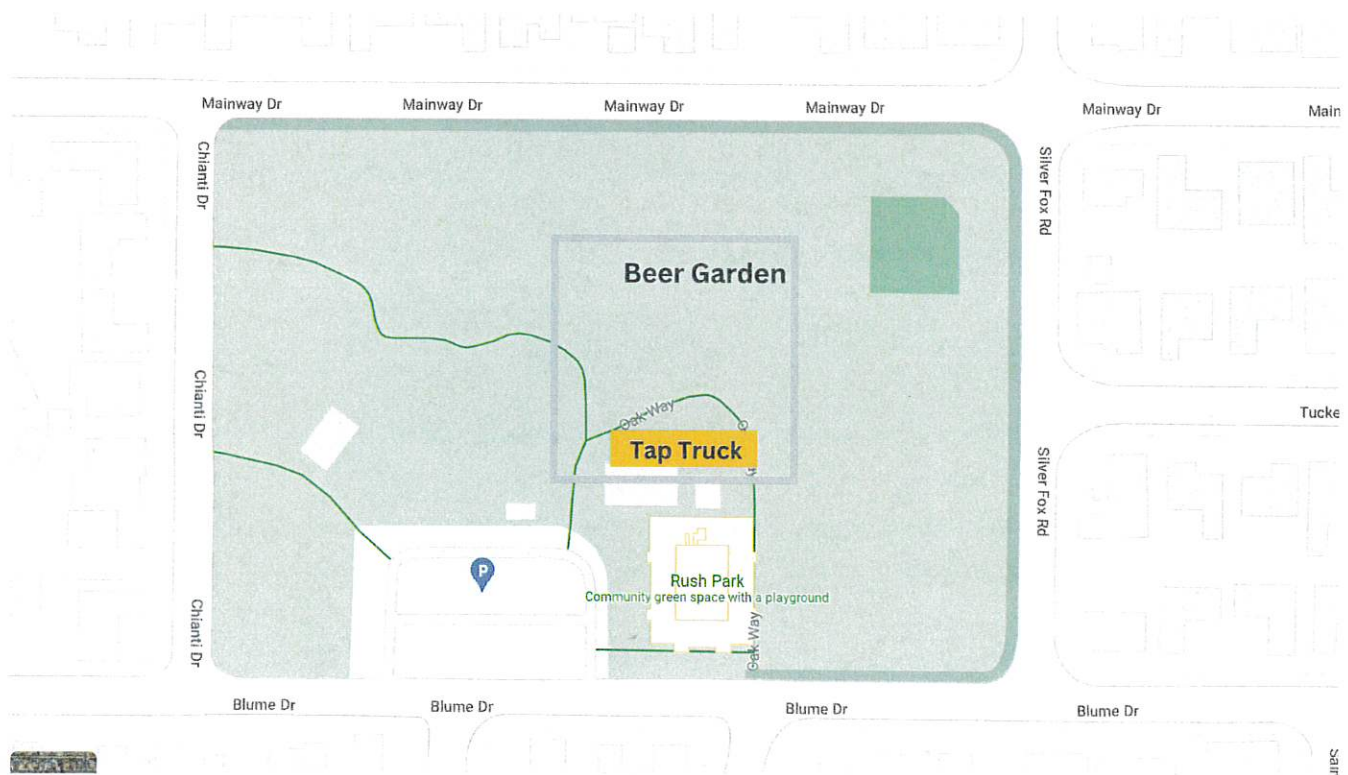
Day of Event Contact Phone: 310-560-9122

Place of Business: 11278 Los Alamitos Blvd, Los Alamitos, CA 90720

Event Address: 3021 Blume Dr. Rossmoor, CA 90720

Map: Event Space (see attached)

Estimated Attendance (Beer Garden): 900





ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: REPORT OF THE BUDGET COMMITTEE REGARDING FY 2022-2023 ESTIMATE TO CLOSE, FY 2023-2024 PRELIMINARY BUDGET, AND SET DATE OF PUBLIC HEARING

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors take the following actions:

- 1) Receive the report of the RCSD Budget Committee (Directors DeMarco and Maynard); and
- 2) Review FY 2022-2023 Estimate to Close; and
- 3) Provide direction regarding the formulation of the FY 2023-2024 preliminary budget; and
- 4) Set the date of the public hearing for June 13, 2023 (RCSD Board of Directors meeting).

BACKGROUND

As required by RCSD Board Policy No. 3020, the General manager formulated the FY 2023-2024 Preliminary Budget, including the FY 2022-2023 Estimate to Close (ETC), for review by the Budget Committee (Directors DeMarco and Maynard) at their meeting of April 19, 2023. Their recommendations have been incorporated into the FY 2023-2024 proposed budget document that is being presented this evening. The Budget Committee also determined that a 3% Cost of Living increase for RCSD staff would be recommended for Board approval.

INFORMATION

This year, the District's Estimate to Close for FY 2022-2023 is projected at \$2,061,034 in revenue over \$1,936,826 in expenses with a remaining \$124,208 to be added to reserves. This will increase the District's Beginning Fund Balance for FY 2023-2024 to \$1,398,844.

Property tax apportionment is a substantial portion of the District's budget. It appears that the District's property tax revenue will increase from FY 2022-2023, as shown in the Apportionment

Comparison (Attachment 1). The Apportionment Comparison for FY 2022-2023 is not complete: May and June payments have not been received, but will be added to the total when received. Therefore, we anticipate that for FY 2022-2023 the District will realize an increase in property tax revenue over FY 2021-2022. Therefore, the anticipated growth in property tax revenue for FY 2022-2023 has been budgeted at a 5% increase.

In summary, the District has maintained a healthy fiscal position. It is recommended that a 3% cost-of-living increase be awarded to staff (excluding the General Manager). The General Manager's salary increase is determined by the RCSD Board of Directors. The proposed salary increases would cost the District \$13,580 (see Attachment 2).

The FY 2023-2024 Preliminary Budget is presented as a conservative, balanced budget. We have prepared the FY 2023-2024 Preliminary Budget to the best of our ability based on the information we have to date. If adjustments are needed as we progress, we will be prepared to address those challenges.

The Budget Committee recommended that the FY 2022-2023 Estimate to Close and FY 2023-2024 Preliminary Budget be forwarded to the RCSD Board of Directors; and recommended that the public hearing date be set for June 13, 2023 (RCSD Board of Directors Meeting).

ATTACHMENTS

1. FY 2021-2022/FY 2022-2023 Apportionments Comparison
2. FY 2023-2024 Salary Plan
3. FY 2023-2024 Preliminary Budget
4. Policy No. 3020 Budget Preparation, Adoption and Revision

APPORTIONMENTS COMPARISON

Please Note: The first month of the Fiscal Year is July. Taxes collected in a month are paid to us the following month. The first month of the Fiscal Year in this report is being shown as August, with the ending month being shown as July.

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 21-22 vs FY 22-23 DIFFERENCE	%
TOTALS	\$1,659,881.73	\$1,722,203.17	\$1,636,199.21	\$1,480,588.14	\$1,542,437.63	\$1,567,408.09	\$24,970.46	1.62%
SUPP TAX 1985 #1	\$916.56	\$472.74	\$613.65	\$484.93	\$649.75	\$1,518.46	\$868.71	133.70%
SECURED PY TAX #1	\$1,081.18	\$1,178.98	\$1,101.98	\$1,872.54	\$1,561.83	\$1,508.12	-\$53.71	-3.44%
SECURED PY PENALTIES #1	\$158.83	\$182.82	\$159.91	\$246.92	\$282.83	\$231.20	-\$51.63	-18.25%
MONTH OF AUGUST	\$2,156.57	\$1,834.54	\$1,875.54	\$2,604.39	\$2,494.41	\$3,257.78	\$763.37	30.60%
SUPP TAX 1985 #2	\$912.45	\$635.52	\$796.16	\$363.97	\$198.44	\$2,113.81	\$1,915.37	965.21%
SECURED PY TAX #2	\$1,823.18	\$2,438.45	\$2,335.96	\$2,136.34	\$2,320.28	\$1,845.21	-\$475.07	-20.47%
SECURED PY PENALTIES #2	\$305.16	\$429.67	\$413.62	\$343.91	\$685.91	\$331.06	-\$354.85	-51.73%
UNSECURED COLLECT #1	\$26,984.09	\$23,071.97	\$22,030.17	\$19,572.24	\$23,780.09	\$21,409.88	-\$2,370.21	-9.97%
MONTH OF SEPTEMBER	\$30,024.88	\$26,575.61	\$25,575.91	\$22,416.46	\$26,984.72	\$25,699.96	-\$1,284.76	-4.76%
SUPP TAX 1985 #3	\$4,460.10	\$3,467.86	\$2,335.21	\$1,641.55	\$2,331.11	\$8,295.91	\$5,964.80	255.88%
SECURED PY TAX #3	\$1,366.74	\$742.18	\$1,579.08	\$1,662.31	\$1,475.05	\$1,718.90	\$243.85	16.53%
SECURED PY PENALTIES #3	\$235.58	\$140.64	\$335.93	\$343.91	\$302.18	\$348.98	\$46.80	15.49%
MONTH OF OCTOBER	\$6,062.42	\$4,350.68	\$4,250.22	\$3,947.77	\$4,108.34	\$10,363.79	\$6,255.45	152.26%
SUPP TAX 1985 #4	\$2,905.10	\$2,856.62	\$1,508.37	\$2,165.43	\$2,248.12	\$5,613.73	\$3,365.61	149.71%
SECURED PY TAX #4	\$514.17	\$622.09	\$1,074.02	\$1,254.90	\$1,103.39	\$646.68	-\$456.71	-41.39%
SECURED PY PENALTIES #4	\$120.32	\$160.65	\$224.00	\$263.82	\$270.49	\$151.66	-\$118.83	-43.93%
SECURED COLL PAID #1	\$181,046.29	\$179,663.96	\$116,476.62	\$82,881.72	\$95,441.03	\$187,700.09	\$92,259.06	96.67%
SECURED COLL TAX #2	\$130,885.24	\$134,452.20	\$160,322.51	\$165,964.81	\$157,366.80	\$132,545.76	-\$24,821.04	-15.77%
MONTH OF NOVEMBER	\$315,471.12	\$317,755.52	\$279,605.52	\$252,530.68	\$256,429.83	\$326,657.92	\$70,228.09	27.39%
STATE HOX SUBVENT #1	\$1,043.89	\$1,030.85	\$1,019.37	\$1,004.15	\$997.99	\$1,025.12	\$27.13	2.72%
SECURED PY PENALTIES #5	\$136.63	\$137.21	\$342.94	\$167.01	\$162.43	\$117.49	-\$44.94	-27.67%
SECURED PY TAX PAID #5	\$461.95	\$461.09	\$1,203.14	\$869.68	\$609.55	\$490.02	-\$119.53	-19.61%
SECURED COLL TAX #3	\$547,613.59	\$559,316.03	\$550,840.16	\$488,719.20	\$501,861.50	\$491,378.28	-\$10,483.22	-2.09%
SUPPL TAX PAID 1985 #5	\$3,903.91	\$3,772.54	\$2,349.03	\$2,297.23	\$1,928.13	\$4,392.18	\$2,464.05	127.79%
MONTH OF DECEMBER	\$553,159.97	\$564,717.72	\$555,754.64	\$493,052.27	\$505,559.60	\$497,403.09	-\$8,156.51	-1.61%
STATE HOX SU BVENT #2	\$2,435.76	\$2,405.30	\$2,378.59	\$2,343.07	\$2,328.69	\$2,391.98	\$63.29	2.72%
REG RAILROAD PAID #1	\$81.54	\$97.99	\$96.47	\$97.04	\$111.09	\$37.34	-\$44.75	-66.39%
PUBLIC UTILITY PAID #1	\$10,030.68	\$10,811.23	\$10,649.40	\$11,485.63	\$11,185.56	\$12,846.01	\$1,660.45	14.84%
INTEREST ON UNAPPORT TAX	\$237.73	\$372.69	\$875.80	\$527.09	\$83.52	\$345.33	\$261.81	313.47%
SEC PY PENALTY #6	\$246.13	\$161.14	\$107.96	\$286.66	\$258.60	\$203.43	-\$55.17	-21.33%
SUPPL TAX PAID 1985 #6	\$7,254.90	\$6,509.79	\$5,267.94	\$5,293.88	\$5,019.91	\$11,457.18	\$6,437.27	128.23%
SECURED PY TAX PAID #6	\$881.07	\$644.66	\$392.85	\$1,112.26	\$919.02	\$681.75	-\$237.27	-25.82%
SECURED COLLECT PAID #4	\$100,370.65	\$40,157.58	\$34,168.33	\$31,026.23	\$50,047.69	\$51,195.84	\$1,148.15	2.29%
UNSECURED TAX COLLECT	\$4,180.78	\$8,740.18	\$11,419.54	\$14,960.55	\$13,982.59	\$16,997.76	\$3,015.17	21.56%
MONTH OF JANUARY	\$125,719.24	\$69,900.56	\$65,356.88	\$67,132.41	\$83,936.67	\$96,156.62	\$12,219.95	14.56%
SECURED PY PENALTY PAID #7	\$157.49	\$92.49	\$138.58	\$111.73	\$118.45	\$135.39	\$16.94	14.30%
SECURED PY TAX PAID #7	\$456.39	\$302.42	\$429.69	\$440.87	\$390.30	\$453.04	\$62.74	16.07%
SUPPL TAX PAID 1985 #7	\$1,983.46	\$1,323.73	\$1,515.68	\$1,102.79	\$1,917.03	\$3,234.62	\$1,317.59	68.73%
MONTH OF FEBRUARY	\$2,597.34	\$1,718.64	\$2,083.95	\$1,655.39	\$2,425.78	\$3,823.05	\$1,397.27	57.60%
SECURED PY PENALTY PAID #8	\$239.65	\$128.83	\$126.81	\$153.61	\$134.42	\$172.44	\$38.02	28.28%
SECURED COLLECT PAID #5	\$117,248.35	\$114,350.20	\$115,389.60	\$104,480.43	\$103,725.32	\$107,773.55	\$4,048.23	3.90%
SECURED PY TAX PAID #8	\$584.07	\$307.63	\$414.99	\$533.63	\$362.00	\$425.50	\$63.50	17.54%
SUPPL TAX PAID 1985 #8	\$1,806.93	\$1,947.28	\$1,951.19	\$1,912.81	\$2,211.25	\$3,913.72	\$1,702.47	76.99%
MONTH OF MARCH	\$119,879.00	\$116,733.94	\$117,882.59	\$107,080.48	\$106,432.99	\$112,285.21	\$5,852.22	5.50%
SECURED PY PAID #9	\$844.81	\$373.59	\$219.08	\$771.39	\$337.12	\$349.33	\$12.21	3.62%
SUPPL TAX PAID 1985 #9	\$2,929.70	\$3,839.01	\$1,805.67	\$2,309.85	\$2,138.67	\$5,445.19	\$3,306.52	154.61%
SECURED PY PENALTIES #9	\$418.16	\$159.50	\$83.12	\$1,184.70	\$122.26	\$138.46	\$16.20	13.25%
SECURED COLLECT PAID #6	\$440,776.19	\$549,104.28	\$516,742.37	\$442,512.29	\$481,763.55	\$485,827.69	\$4,064.14	0.84%
MONTH OF APRIL	\$444,968.86	\$553,476.38	\$518,850.24	\$446,778.23	\$484,361.60	\$491,760.67	\$7,399.07	1.53%
SUPP TAX PAID 1985 #10	\$3,761.57	\$4,657.52	\$4,079.44	\$4,232.96	\$4,647.75	\$4,647.75	-\$4,647.75	-100.00%
STATE HOX SUBVENTION PAID	\$2,435.74	\$2,405.31	\$2,378.58	\$2,343.06	\$2,328.68	\$2,328.68	-\$2,328.68	-100.00%
SECURED PY TAX PAID #10	\$372.10	\$349.05	\$256.99	\$707.60	\$678.69	\$678.69	-\$678.69	-100.00%
SEC PY PENALTIES #10	\$223.33	\$162.26	\$115.88	\$264.77	\$244.56	\$244.56	-\$244.56	-100.00%
PUBLIC UTILITY PAID #2	\$9,062.07	\$10,054.27	\$10,098.98	\$10,993.04	\$11,001.70	\$11,001.70	-\$11,001.70	-100.00%
REG RAILROAD PAID #2	\$81.55	\$98.24	\$16.53	\$73.86	\$195.76	\$195.76	-\$195.76	-100.00%
SECURED COLLECT PAID #7	\$17,298.91	\$21,129.33	\$16,831.40	\$35,418.26	\$15,627.30	\$15,627.30	-\$15,627.30	-100.00%
MONTH OF MAY	\$33,235.27	\$38,855.98	\$33,777.80	\$54,033.55	\$34,724.44	\$0.00	-\$34,724.44	-100.00%
SUPPL TAX PAID 1985 #11	\$1,905.30	\$1,775.56	\$649.66	\$1,413.61	\$2,118.56	\$2,118.56	-\$2,118.56	-100.00%
STATE HOX SUBVENT PAID #4	\$1,043.91	\$1,030.86	\$1,019.39	\$1,004.17	\$998.01	\$998.01	-\$998.01	-100.00%
SECURED PY TAX PAID #11	\$287.01	\$309.35	\$540.70	\$402.16	\$414.92	\$414.92	-\$414.92	-100.00%
SEC PY PENALTY PAID #11	\$124.98	\$111.54	\$105.20	\$173.39	\$158.23	\$158.23	-\$158.23	-100.00%
Timber Yield Tax State	\$0.16	\$0.00	\$0.01	\$0.01	\$0.01	\$0.01	-\$0.01	-100.00%
UNSEC PY TAX COLLECT PAID	\$532.17	\$410.06	\$316.97	\$539.00	\$985.66	\$985.66	-\$985.66	-100.00%
UNSECURED 3RD COLL PAID	\$6,944.73	\$6,216.92	\$6,749.23	\$6,390.13	\$6,809.59	\$6,809.59	-\$6,809.59	-100.00%
INTEREST ON UNAPPORT TAXES	\$1,027.16	\$0.00	\$1,179.72	\$553.47	\$329.28	\$329.28	-\$329.28	-100.00%
MONTH OF JUNE	\$11,865.42	\$9,854.29	\$10,560.88	\$10,475.94	\$11,814.26	\$0.00	-\$11,814.26	-100.00%
SUPP TAX 1985 #12	\$4,640.44	\$3,501.63	\$3,691.46	\$3,470.68	\$7,099.44	\$7,099.44	-\$7,099.44	-100.00%
INTEREST ON UNAPPORT TAXES	\$0.00	\$1,237.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
SUPP TAX 1984	\$0.12	\$0.10	\$0.31	\$0.60	\$0.05	\$0.05	-\$0.05	-100.00%
DELO TAX SALE TEETER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
DELO SUPP PENALTIES	\$184.22	\$212.31	\$240.09	\$344.56	\$254.44	\$254.44	-\$254.44	-100.00%
SECURED COLL PAID #8	\$8,575.88	\$10,244.80	\$15,419.22	\$13,252.72	\$14,322.73	\$14,322.73	-\$14,322.73	-100.00%
SEC PY PENALTY PAID #12	\$183.67	\$276.67	\$331.90	\$171.09	\$179.05	\$179.05	-\$179.05	-100.00%
SECURED PY TAX PAID #12	\$364.07	\$132.31	\$942.06	\$408.26	\$369.75	\$369.75	-\$369.75	-100.00%
DELO SUPPL COLL PAID	\$793.24	\$824.38	\$0.00	\$1,227.66	\$939.53	\$939.53	-\$939.53	-100.00%
MONTH OF JULY	\$14,741.64	\$16,429.31	\$20,625.04	\$18,875.57	\$23,164.99	\$0.00	-\$23,164.99	-100.00%

**Rossmoor Community Services District
Employee Salary Plan - 3% increase
For the Fiscal Year 2023-2024**

SALARY PLAN FY 2023-2024							
Position	2022-2023 Current Salary		2023-2024 Midpoint Includes 3% adjustment for 2023-2024		2023-2024 Recommended Salary		
	Annually	Hourly	Midpoint	Hourly Increase	Annually	Hourly Increase	Hourly
General Manager	\$ 85,000.00	n/a	\$ 85,000.00	n/a	\$ 85,000.00	n/a	n/a
Administrative Assistant	\$ 62,400.00	\$ 30.00	\$ 64,272.00	\$ 0.90	\$ 64,272.00	\$ 0.90	\$ 30.90
General Clerk	\$ 51,538.13	\$ 24.78	\$ 53,084.28	\$ 0.74	\$ 53,084.28	\$ 0.74	\$ 25.52
*Office Assistant	\$ 19,760.00	\$ 20.00	\$ 20,352.80	\$ 0.60	\$ 20,352.80	\$ 0.60	\$ 20.60
*Account Clerk	\$ 21,736.00	\$ 22.00	\$ 22,388.08	\$ 0.66	\$ 22,388.08	\$ 0.66	\$ 22.66
Park Superintendent	\$ 64,953.59	\$ 31.23	\$ 66,902.19	\$ 0.94	\$ 66,902.19	\$ 0.94	\$ 32.16
Recreation Superintendent	\$ 59,257.71	\$ 28.49	\$ 61,035.44	\$ 0.85	\$ 61,035.44	\$ 0.85	\$ 29.34
District Arborist	\$ 57,907.20	\$ 27.84	\$ 59,644.42	\$ 0.84	\$ 59,644.42	\$ 0.84	\$ 28.68
Maintenance/Rec Assistant	\$ 37,001.46	\$ 17.79	\$ 38,111.51	\$ 0.53	\$ 38,111.51	\$ 0.53	\$ 18.32
**Maintenance/Rec Assistant	\$ 26,827.32	\$ 17.79	\$ 27,632.14	\$ 0.53	\$ 27,632.14	\$ 0.53	\$ 18.32
*Maintenance/Rec Assistant	\$ 17,580.57	\$ 17.79	\$ 18,107.99	\$ 0.53	\$ 18,107.99	\$ 0.53	\$ 18.33
*Maintenance/Rec Assistant (Open)	\$ 16,914.56	\$ 17.12	\$ 17,422.00	\$ 0.51	\$ 17,422.00	\$ 0.51	\$ 17.63
*Communications Intern	\$ 16,796.00	\$ 17.00	\$ 17,299.88	\$ 0.51	\$ 17,299.88	\$ 0.51	\$ 17.51
Event/Facility Attendant	n/a	\$ 16.00		\$ 0.50			\$ 16.50

* 1/2 Time 19 hrs. per week/988 hrs. per year

** Part-Time 29 hrs. per week/1,508 hrs. per year

Totals	\$ 537,672.55		\$ 551,252.72	Difference	\$ 13,580.18
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Rossmoor Community Services District
Preliminary Budget
For the Fiscal Year 2023-2024

	2022-2023		2023-2024	
	Original Budget	Amended Budget	12-Month Projected Estimates to Close	Preliminary Budget
Revenues:				
Property taxes	\$ 1,159,000	\$ 1,288,000	\$ 1,278,600	\$ 1,333,100
Street light assessments	390,600	390,600	400,000	404,300
Interest on investments	3,000	3,000	20,860	30,000
From Other Governmental Agencies	150,000	150,000	110,274	115,000
Permit and Rental Fees	214,300	214,300	214,300	214,300
Miscellaneous	35,000	35,000	37,000	35,000
Total Revenues	1,951,900	2,080,900	2,061,034	2,131,700
Expenditures:				
Administrative	1,057,406	1,057,406	1,060,332	1,220,490
Recreation	60,000	60,000	60,000	63,000
Rossmoor Park	195,800	220,800	185,800	209,250
Montecito Center	28,000	30,250	30,250	13,450
Rush Park	214,400	220,700	220,700	163,070
Street Lighting	100,000	100,000	107,670	113,100
Rossmoor Wall	1,000	1,000	1,000	-
Street Sweeping	80,000	80,000	75,274	83,100
Parkway Tree	180,000	180,000	180,000	189,010
Mini-Parks and Median	14,800	15,800	15,800	15,190
Total Expenditures	1,931,406	1,965,956	1,936,826	2,069,660
Changes in Fund Balance	20,494	114,944	124,208	\$ 62,040
Fund Balance:				
Beginning of Period	1,283,900	1,283,900		
End of Period	\$ 1,304,394	\$ 1,398,844		

Total revenue budgeted includes a 3.5% increase in property tax and street light assessments.

Expenditures for Prop 68 are coded in 10-30-6005, and is budgeted \$70,000 for FY2022-2023.

**Rossmoor Community Services District
Preliminary Budget
Revenues
For the Fiscal Year 2023-2024**

Black Mountain	Description	2022-2023		12-Month Projected Estimates to Close	2023-2024 Prelim Budget
		Original Budget	Amended Budget		
Property Taxes					
10-3001	Current secured property tax	\$ 1,071,000	\$ 1,200,000	\$ 1,187,600	\$ 1,242,000
10-3002	Current unsecured property tax	35,700	35,700	35,700	36,900
10-3003	Prior secured property tax	14,700	14,700	8,700	15,200
10-3004	Prior unsecured property tax	3,150	3,150	3,150	3,300
10-3005	Delinquent property taxes	1,050	1,050	1,050	1,100
10-3006	Current supplemental assessment	18,900	18,900	28,000	19,600
10-3008	Public utility	10,500	10,500	10,500	10,900
10-3009	State-Homeowners Prop. Tax Relief	4,000	4,000	4,000	4,100
Total property taxes		1,159,000	1,288,000	1,278,600	1,333,100
Street Light Assessment					
10-3101	Street light assessment	390,600	390,600	400,000	404,300
Interest on investments					
10-3201	Interest	3,000	3,000	20,860	30,000
From Other Governmental Agencies					
10-3301	Prop 68 Grant Funding*	70,000	70,000	-	70,000
10-3302	Senior Meal Gap Program	-	-	-	-
10-3303	FEMA Grant - COVID 19	-	-	-	-
10-3304	County-Street Sweep Reimbursement *	80,000	80,000	75,274	80,000
Total other governmental agencies		150,000	150,000	75,274	150,000
Permit and Rental Fees					
* 10-3401	Tennis Court Reservations	41,000	41,000	41,000	41,000
10-3402	Tennis Instructor Private Lessons	38,000	38,000	38,000	38,000
10-3403	Basketball Court Reservations	-	-	-	-
10-3404	Sand Volleyball Court Reservations	-	-	-	-
10-3405	Rossmoor Park Ball Field Reservations	12,500	12,500	12,500	12,500
10-3406	Rush Park Ball Field Reservations	12,500	12,500	12,500	12,500
10-3411	Signature Wall Banner Rental	300	300	300	300
10-3421	Tree Trim Permit	5,000	5,000	5,000	5,000
10-3422	Tree Violation Fines	-	-	-	-
10-3431	Rossmoor Building Rental	2,500	2,500	2,500	2,500
10-3432	Rossmoor Park Picnic Site	2,500	2,500	2,500	2,500
10-3433	Rossmoor Park Horseshoe Rentals	-	-	-	-
10-3441	Montecito Building Rental	25,000	25,000	25,000	25,000
10-3451	Rush Building Rental	67,000	67,000	67,000	67,000
10-3452	Rush Park Picnic Site	7,000	7,000	7,000	7,000
10-3454	Rush Park Kitchen	1,000	1,000	1,000	1,000
Total permit and rental fees		214,300	214,300	214,300	214,300
Miscellaneous Revenues					
10-3501	Miscellaneous	10,000	10,000	12,000	10,000
N/A	Admin Fees	-	-	-	-
10-3502	Sponsorship	25,000	25,000	25,000	25,000
Total miscellaneous revenues		35,000	35,000	37,000	35,000
Total revenues		\$ 1,951,900	\$ 2,080,900	\$ 2,026,034	\$ 2,166,700

* Prop 68 grant of \$70,000 is for CIP – Rossmoor Park Picnic Shelters (in #5030) & Rush Park Aud Carpet (in #5050).

* This budget includes Street Sweeping costs in excess of the County Reimbursement.

**Rossmoor Community Services District
Preliminary Budget
Department 10 - Administrative Services
For the Fiscal Year 2023-2024**

Black Mountain	Description	2022-2023		12-Month	2023-2024
		Original Budget	Amended Budget	Projected Estimates to Close	Prelim Budget
Salaries and Benefits					
10-5010-4000	Board of Directors' Compensation	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
10-5010-4002	Part-time	68,990	68,990	68,990	80,500
10-5010-4003	Overtime	10,000	10,000	10,000	10,500
10-5010-4005	Event Attendant	-	-	-	-
10-5010-4006	Salaries - Administrative	244,698	244,698	244,698	245,100
10-5010-4008	Salaries - Parks and Recreation	161,213	161,213	161,213	166,100
10-5010-4009	Salaries - Tree	57,907	57,907	57,907	59,700
10-5010-4007	Mileage Reimbursement	2,000	2,000	2,000	2,100
10-5010-4010	Workers' Compensation Insurance	20,000	20,000	48,457	15,000
10-5010-4011	Medical Insurance	80,000	80,000	80,000	84,000
10-5010-4015	Payroll Taxes	53,698	53,698	53,698	56,390
Total salaries and benefits		709,506	709,506	737,963	730,390
Operations and Maintenances					
10-5010-5002	Insurance - Liability	35,000	35,000	500	41,000
10-5010-5004	Membership & Dues	9,500	9,500	9,500	9,980
10-5010-5006	Travel & Meetings	2,500	2,500	2,500	2,630
10-5010-5007	Televised Meeting Costs	22,000	22,000	22,000	23,100
10-5010-5008	Gasoline	5,000	5,000	5,000	5,250
10-5010-5010	Publications & Legal Notice	7,500	7,500	7,500	7,880
10-5010-5012	Printing	4,000	4,000	4,000	4,200
10-5010-5014	Postage	2,000	2,000	2,000	2,100
10-5010-5016	Office & Meeting Supplies	15,000	15,000	15,000	15,750
10-5010-5018	Janitorial Supplies	-	-	-	20,790
10-5010-5020	Telephone	10,000	10,000	10,000	10,500
10-5010-5021	Computer/Email/Server Costs	5,000	5,000	5,000	5,250
10-5010-5030	Vehicle Maintenance	5,000	5,000	5,000	10,500
10-5010-5032	Buildings & Grounds-Maintenance	-	-	-	85,050
10-5010-5045	Miscellaneous Expenditures	20,000	20,000	20,000	21,000
10-5010-5046	Bank Service Charges	4,000	4,000	4,000	4,200
10-5010-5050	Elections	8,000	8,000	8,000	8,400
Total operations and maintenance		154,500	154,500	120,000	277,580
Contract Services					
10-5010-5610	Legal Services	62,400	62,400	62,400	65,520
10-5010-5615	Financial Audit - Consulting	19,000	19,000	19,000	19,950
10-5010-5620	Outsourced Financial Consultant	60,000	60,000	68,989	72,450
10-5010-5670	Other Professional Services	40,000	40,000	40,000	42,000
Total Contract Services		181,400	181,400	190,389	199,920
Capital Expenditures					
10-5010-6010	Equipment	2,000	2,000	2,000	2,100
10-5010-6025	Software	10,000	10,000	10,000	10,500
Total Capital Expenditures		12,000	12,000	12,000	12,600
Total Expenditures		\$ 1,057,406	\$ 1,057,406	\$ 1,060,332	\$ 1,220,490

* assuming 5% increase on Salaries

**Rossmoor Community Services District
Preliminary Budget
Department 20 - Recreation
For the Fiscal Year 2023-2024**

Black Mountain	Description	2022-2023			2023-2024 Prelim Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5020-5017	Community Events	\$ 60,000	\$ 60,000	\$ 60,000	\$ 63,000
Total operations and maintenance		<u>60,000</u>	<u>60,000</u>	<u>60,000</u>	<u>63,000</u>
Total Expenditures		<u>\$ 60,000</u>	<u>\$ 60,000</u>	<u>\$ 60,000</u>	<u>\$ 63,000</u>

**Rossmoor Community Services District
Preliminary Budget
Department 30 - Rossmoor Park
For the Fiscal Year 2023-2024**

Black Mountain	Description	2022-2023			2023-2024 Prelim Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5030-5018	Janitorial Supplies	\$ 6,600	\$ 6,600	\$ 6,600	\$ -
10-5030-5022	Utilities	12,500	12,500	12,500	13,130
10-5030-5023	Water	35,000	60,000	60,000	63,000
10-5030-5025	Secured Property Tax	1,200	1,200	1,200	1,260
10-5030-5030	Vehicle Maintenance	1,500	1,500	1,500	-
10-5030-5032	Buildings & Grounds-Maintenance	30,000	30,000	30,000	-
10-5030-5034	Alarm Systems/Security	1,000	1,000	1,000	1,050
10-5030-5045	Miscellaneous Expenditures	4,500	4,500	4,500	4,730
10-5030-5051	Equipment Rental	500	500	500	530
10-5030-5032	Minor Facility Repairs/Tools	1,000	1,000	1,000	1,050
Total operations and maintenance		93,800	118,800	118,800	84,750
Contract Services					
10-5030-5655	Landscape Maintenance/Janitorial Services	32,000	32,000	32,000	34,500
Total Contract Services		32,000	32,000	32,000	34,500
Capital Expenditures					
10-5030-6005	Buildings and improvements	70,000	70,000	-	90,000
Total Capital Expenditures		70,000	70,000	-	90,000
Total Expenditures		\$ 195,800	\$ 220,800	\$ 150,800	\$ 209,250
Capital expenditures breakdown:					
	Picnic Shelter - Rossmoor Park (Grant)			-	40,000
	Resurface basketball and tennis courts			-	50,000
				-	90,000

**Rossmoor Community Services District
Preliminary Budget
Department 40 - Montecito Center
For the Fiscal Year 2023-2024**

Black Mountain	Description	2022-2023			2023-2024 Prelim Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5040-5018	Janitorial Supplies	\$ 6,600	\$ 6,600	\$ 6,600	\$ -
10-5040-5022	Utilities	2,000	2,000	2,000	2,100
10-5040-5023	Water	2,250	4,500	4,500	4,730
10-5040-5025	Secured Property Tax	1,000	1,000	1,000	1,050
10-5040-5030	Vehicle Maintenance	1,500	1,500	1,500	-
10-5040-5032	Buildings & Grounds-Maintenance	8,000	8,000	8,000	-
10-5040-5034	Alarm Systems/Security	650	650	650	680
10-5040-5045	Miscellaneous Expenditures	500	500	500	530
10-5040-5052	Minor Facility Repairs/Tools	500	500	500	530
Total operations and maintenance		23,000	25,250	25,250	9,620
Contract Services					
10-5040-5655	Landscape Maintenance/Janitorial Services	5,000	5,000	5,000	3,830
Total Contract Services		5,000	5,000	5,000	3,830
Total Expenditures		\$ 28,000	\$ 30,250	\$ 30,250	\$ 13,450

**Rossmoor Community Services District
Preliminary Budget
Department 50 - Rush Park
For the Fiscal Year 2023-2024**

Black Mountain	Description	2022-2023			2023-2024 Prelim Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5050-5018	Janitorial Supplies	\$ 6,600	\$ 6,600	\$ 6,600	\$ -
10-5050-5022	Utilities	25,300	31,600	31,600	33,180
10-5050-5023	Water	50,000	50,000	50,000	52,500
10-5050-5025	Secured Property Tax	4,200	4,200	4,200	4,410
10-5050-5030	Vehicle Maintenance	2,000	2,000	2,000	-
10-5050-5032	Buildings & Grounds-Maintenance	40,000	40,000	40,000	-
10-5050-5034	Alarm Systems/Security	800	800	800	840
10-5050-5045	Miscellaneous Expenditures	500	500	500	530
10-5050-5051	Equipment Rental	1,500	1,500	1,500	1,580
10-5050-5052	Minor Facility Repairs/Tools	500	500	500	530
Total operations and maintenance		131,400	137,700	137,700	93,570
Contract Services					
10-50-5655	Landscape Maintenance/Janitorial Services	33,000	33,000	33,000	34,500
Total Contract Services		33,000	33,000	33,000	34,500
Capital Expenditures					
10-50-6005	Building and Improvements	40,000	40,000	20,000	65,000
10-50-6010	Equipment	10,000	10,000	10,000	-
Total Capital Expenditures		50,000	50,000	30,000	65,000
Total Expenditures		\$ 214,400	\$ 220,700	\$ 200,700	\$ 193,070

Capital expenditures breakdown:

Flooring for the Auditorium (Grant)		30,000
Electrical Upgrade	20,000	-
Rush Park Auditorium roof repair	-	35,000
	20,000	65,000

* Brightview Landscape Services

April 1, 2022 - March 31, 2023: \$5,059.37/month
April 1, 2023 - March 31, 2024: \$ 5,312.33 /month

Allocation:

45.0%	Rossmoor Park
45.0%	Rush Park
5.0%	Montecito Center
5.0%	Mini-Parks

**Rossmoor Community Services District
Preliminary Budget
Department 60 -Street Lighting
For the Fiscal Year 2023-2024**

		2022-2023			2023-2024
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	Prelim Budget
Black Mountain	Description				
Contract Services					
10-5060-5650	Street Lighting and Maintenance	\$ 100,000	\$ 100,000	\$ 107,670	\$ 113,100
Total Contract Services		<u>100,000</u>	<u>100,000</u>	<u>107,670</u>	<u>113,100</u>
Total Expenditures		<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 107,670</u>	<u>\$ 113,100</u>

**Rossmoor Community Services District
Preliminary Budget
Department 65 - Rossmoor Wall
For the Fiscal Year 2023-2024**

		2022-2023			2023-2024
Black Mountain	Description	Original Budget	Amended Budget	12-Month Projected Estimates to Close	Prelim Budget
Operations and Maintenances					
10-5065-5032	Buildings & Grounds-Maintenance	\$ 1,000	\$ 1,000	\$ 1,000	\$ -
Total operations and maintenance		1,000	1,000	1,000	-
Total expenditures		\$ 1,000	\$ 1,000	\$ 1,000	\$ -

**Rossmoor Community Services District
Preliminary Budget
Department 70 - Street Sweeping
For the Fiscal Year 2023-2024**

			2022-2023		12-Month Projected Estimates to Close	2023-2024 Prelim Budget
Black Mountain	Description	Original Budget	Amended Budget			
Contract Services						
10-5070-5642	Street Sweeping	\$ 80,000	\$ 80,000	\$ 75,274	\$ 83,100	
Total Contract Services		80,000	80,000	75,274	83,100	
Total expenditures		\$ 80,000	\$ 80,000	\$ 75,274	\$ 83,100	

**Rossmoor Community Services District
Preliminary Budget
Department 80 - Parkway Tree
For the Fiscal Year 2023-2024**

Black Mountain	Description	2022-2023			2023-2024 Prelim Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5080-5017	Community Events	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,580
Total operations and maintenance		<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,580</u>
Contract Services					
10-5080-5656	Tree Trimming	130,500	130,500	130,500	137,030
10-5080-5660	Tree Removal	3,000	3,000	3,000	3,150
Total Contract Services		<u>133,500</u>	<u>133,500</u>	<u>133,500</u>	<u>140,180</u>
Capital Expenditures					
10-5080-6015	Trees	45,000	45,000	45,000	47,250
Total capital expenditures		<u>45,000</u>	<u>45,000</u>	<u>45,000</u>	<u>47,250</u>
Total expenditures		<u>\$ 180,000</u>	<u>\$ 180,000</u>	<u>\$ 180,000</u>	<u>\$ 189,010</u>

**Lossmoor Community Services District
Preliminary Budget
Department 90 - Mini-Parks and Medians
for the Fiscal Year 2023-2024**

		2022-2023			2023-2024
Black Mountain	Description	Original Budget	Amended Budget	12-Month Projected Estimates to Close	Prelim Budget
Operations and Maintenances					
10-5090-5022	Utilities	\$ 500	\$ 500	\$ 500	\$ 530
10-5090-5023	Water	9,000	10,000	10,000	10,500
10-5090-5032	Buildings & Grounds-Maintenance	2,000	2,000	2,000	-
10-5090-5045	Miscellaneous Expenditures	100	100	100	110
10-5090-5051	Equipment Rental	100	100	100	110
10-5090-5052	Minor Facility Repairs/Tools	100	100	100	110
Total operations and maintenance		11,800	12,800	12,800	11,360
Contract Services					
10-5090-5655	Landscape Maintenance/Janitorial Services	3,000	3,000	3,000	3,830
Total Contract Services		3,000	3,000	3,000	3,830
Capital Expenditures					
10-5090-6005	Building and Improvements	-	-	-	-
Total capital expenditures		-	-	-	-
Total expenditures		\$ 14,800	\$ 15,800	\$ 15,800	\$ 15,190

Rossmoor Community Services District

Policy

No. 3020

BUDGET PREPARATION, ADOPTION AND REVISION

3020.10 Budget Calendar: This policy shall serve as the budget calendar unless the Board modifies the dates herein. If so, the General Manager shall prepare and the Board shall adopt a budget calendar for the succeeding fiscal year at the March meeting of the Board.

3020.20 Preliminary Budget: A Preliminary Budget based on current year estimates to close and on forecasting of expected revenues and expenditures for the succeeding fiscal year shall be prepared by the General Manager by April 30. The Preliminary Budget shall conform to generally accepted accounting and budgeting procedures for special districts.

3020.21 RCSD Five-Year Fiscal Plan: Concurrently with the preparation of the Preliminary Budget, the General Manager shall update the Plan for review by the Budget Committee.

3020.25 Public Works/CIP Committee: The Public Works/Capital Improvement Projects (CIP) Committee is comprised of two Board members and the General Manager. The President of the Board appoints the members of the Committee

3025.26 Capitol Project Budget: Prior to the development of the Preliminary Budget, the Public Works/CIP Committee shall meet and make recommendations to the Board on recommended capital improvement projects for inclusion in the proposed Fund 40 budget portion of the Preliminary Budget. Capital improvement projects shall be those projects with an estimated cost of \$5,000 or over and have a five-year service life. Projects of a lesser amount or of less than a five-year service life will be included in the appropriate departmental budgets of Fund 10 of the Preliminary Budget.

3020.30 Budget Committee: The Budget Committee is comprised of two Board members and the General Manager. The President of the Board appoints members to the Committee.

3020.31 Presentation of Preliminary Budget: The Budget Committee shall review the Preliminary Budget prepared by the General Manager and make recommended changes. The General Manager shall present the amended Preliminary Budget to the Board at its meeting in May.

3020.40 Preliminary Budget: The proposed Preliminary Budget, as reviewed and amended by the Budget Committee, shall be reviewed and approved by the Board at its May meeting.

3020.50 Appropriations Limit: On or before July 1 of each year, the Board shall adopt a resolution establishing its appropriations limit pursuant to Section 61113 of the Government Code.

3020.60 Public Hearing Notice: On or before July 1 of each year, and at least two weeks before the hearing, a notice of public hearing shall be published in a newspaper of general circulation, which specifies the following:

3020.61 Availability for Inspection: The proposed Final Budget shall be available for inspection at a specified time in the District office.

3020.62 Public Hearing: The date, time and place of the meeting of the Board when the Board will meet to adopt the Final Budget and that any person may appear and be heard regarding any item in the budget or the addition of other items.

3020.70 Second Public Notice: The public notice must be published a second time at least two (2) weeks before the Final Budget hearing in at least one newspaper of general circulation in accordance with Section 61110(d) of the Government Code.

3020.80 Final Budget Adoption: The General Manager shall submit a Final Budget to the Board as soon as practicable, but no later than the meeting of the Board in August. The Final Budget shall be based on the latest financial data available or the audited numbers for the previous fiscal year, if available. At the August Board meeting or sooner, the Board will hold the public hearing on the Final Budget and upon completion of the public hearing will consider adoption of the Final Budget. On or before September 1 of each year, the Board must adopt a Final Budget that conforms to generally accepted accounting and budgeting procedures for special districts. Immediately thereafter, the Board shall adopt a Resolution stating the District Annual Budget Revenues and Expenses Totals by Fund.

3020.90 County Auditor: After Final Budget adoption and completion of the District's Financial Audit, the General Manager shall forward a copy of both documents to the County Auditor.

3020.100 Budget Adjustment: The Budget Committee shall review budget adjustments prepared by the General Manager prior to the February Board meeting. The General Manager shall present budget adjustment recommendations at the February meeting of the Board. The Board shall review current revenue and expenditure projections and make necessary adjustments to the current Budget, which are reflective of the District's current financial condition. The Board shall adjust the budget, if necessary, by adoption of a resolution amending the budget.

3020.110 Budgetary Control: Control of movement of funds is governed by Policy No. 3021 Budgetary Control.

Amended: November 9, 2004
Amended: January 11, 2005
Amended: April 10, 2007
Amended: October 9, 2007
Amended: January 13, 2009
Amended: January 10, 2012
Amended: February 14, 2017

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2023 ROSSMOOR SUMMER FESTIVALS.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and approve a contract for Event Operation for the Rossmoor Summer Festivals by and between Rossmoor Community Services District and Elite Special Events on Saturday, June 3rd, July 8th, August 12th and September 9th, 2023.

BACKGROUND

Rossmoor Community Services District (RCSD) contracted with Elite Special Events for the 2022 Summer Festivals and 2022 Winter Festival. The partnership was a great success and brought together the entire community for food, fun, and entertainment.

ATTACHMENTS

1. Elite Special Events Contract

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ELITE SPECIAL EVENTS, INC.**

2023

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 9th day of May, 2023 (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to organize and promote four food truck festivals that will take place at Rush Park, located at 3021 Blume Dr., Los Alamitos, CA 90720, on June 3, July 8, Aug 12 and September 9, 2023 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibits “A”, “B” and “C” attached hereto and incorporated herein. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and any exhibit hereto the provisions of this Agreement shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on September 10, 2023, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance. Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

(C) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(D) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

(E) Liquor liability insurance. Contractor shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.2.5.2 Insurance Provisions.

(A) Proof of insurance. Contractor shall provide certificates of insurance and required endorsements to District as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by District's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District for the contract period and any additional length of time required thereafter. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries

to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees, or Subcontractors.

(C) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

(E) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.

(F) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

(G) Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(H) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the

exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(I) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the District immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

(J) Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

(K) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its Contractors, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the District, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements under this agreement. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or

services but may not carry the same insurance limits as required of the Contractor under this agreement given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to District for review.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A."

3.3.2 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.3 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. District may terminate this Agreement for cause upon five (5) days written notice to Contractor based. Contractor may only terminate this Agreement for cause, by providing at least thirty (30) days written notice to District. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: Elite Special Events
11278 Los Alamitos Blvd #101
Los Alamitos, Ca 90720
Attn: Ted Holcomb

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification

of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

ELITE SPECIAL EVENTS, INC.

By: _____
Joe Mendoza
General Manager

By: _____
Ted Holcomb
President

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi
General Counsel

Exhibit "A"

SCOPE OF SERVICES



Elite Special Events, Inc
11278 Los Alamitos Blvd #101
Los Alamitos, Ca 90720
(562) 799-7737

1. Duration – The PROMOTER will organize four food truck festivals that will take place at Rush Park once per month during the summer on the following dates:
June 3, July 8, Aug 12, Sept 9 (the "Events"). The hours of the Events will be from 2-8pm.

2. Exclusivity – Except as otherwise provided herein, the PROMOTER shall have the exclusive right to produce, present and promote these Events at this venue during those times and dates listed above and will have exclusivity on renting space, getting sponsors and promoting the Events. DISTRICT retains the right to also promote the Events and obtain additional sponsors. DISTRICT may in its sole and absolute discretion reject and/or deny sponsorship of the Events by, and/or the rental of space to, any person or entity procured, proposed and/or identified by PROMOTER.

3. Promoter's Duties – The PROMOTER shall be responsible for all duties pertaining to the shows at the Events which includes renting space to Food Trucks, a tap truck, vendors and sponsors, organizing the carnival area and selling tickets, and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, toilets, sinks, power, and carnival area equipment. PROMOTER will also promote and advertise the Event. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment for 2-8pm.

3.5. Provision of Alcohol – PROMOTER may provide one Tap Truck to serve alcohol at each Event, as provided in Exhibit B, within the beer garden area ("Beer Garden") depicted in Exhibit C. PROMOTER shall first obtain, and thereafter maintain for the duration of the Events, each and every state, county and/or local permit and/or license required to serve alcohol at the Events, including, but not limited to those required by the California Department of Alcoholic Beverage Control ("ABC") and the County of Orange. The Beer Garden shall be gated, secured and monitored by PROMOTER at all times to prevent access by persons under 21 and intoxicated individuals. No alcoholic beverages shall be allowed to be taken outside of the Beer Garden. PROMOTER shall provide at least one security guard currently licensed by the California Bureau of Security and Investigative Services ("Security Guard") to monitor and control access to the Beer Garden, check identification, provide crowd control and otherwise ensure that the forgoing requirements are complied with, for the duration of each Event.

4. District's Duties – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County

Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public bathroom and clean after event. DISTRICT will be responsible for hiring one headline group for stage that would play from 6:30-8:00pm.

6. Compensation – PROMOTER shall retain as compensation for its services 100% of the income it receives from renting space to Food Trucks, vendors and sponsors, and selling tickets. PROMOTER shall be responsible for paying for all of the expenses of the shows. PROMOTER will pay to DISTRICT 5% of PROMOTER'S profits from each Event if DISTRICT does not obtain enough sponsors to cover cost of each the headline bands for that Event. DISTRICT shall retain, and PROMOTER shall have no right to, any and all monies and/or donations that it receives directly from Event sponsors, including but not limited to sponsors that DISTRICT has procured for the Events. PROMOTER may retain all profits from the Tap Truck to off-set costs of set-up.

Exhibit "B"
Tap Truck Proposal

Tap Truck Proposal

Ted Holcomb- Elite Special Events



MENU

Mexican Lager

Hazy IPA

Amber Lager

Craft Seltzer

Wine Options

Pomegranate Margarita

\$4,000 - \$6,000

15% Sales Split

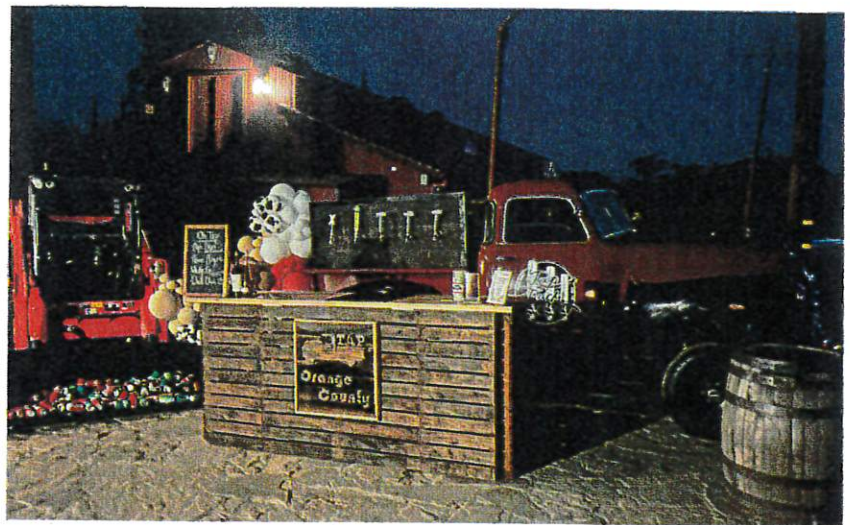
\$6,500- \$8,000

18% Sales Split

\$9,000 - \$10,000+

20% Sales Split

With a different collection of beers/ drinks at each event!



ROSSMOOR FAMILY



FESTIVAL



RUSH PARK 2-8PM



TOP FOOD TRUCKS
CRAFT VENDORS
KIDS CARNIVAL
LIVE BANDS



Summer Series

Headline Bands

JUNE 3RD

FAMILIAR
FACES

JULY 8TH

GOLD RUSH
COUNTRY

AUG 12TH

THE
EMPERORS

SEPT 9TH

STONE
SOUL

Rush Park: 3001 Blume Dr. Rossmoor
For Info: Call-(562) 799-7737

Arrival: 12-12:30pm

With exception on June 3rd Arrival:10-10:30 am

Service: 2-8:00pm

Service Plan: 4 Team Members - 2 POS -
Large Bar Setup - ID Check

Tenting and Table Set-Up handled by event host

ABC Information

Event Name/ Title: Family Foodie Fest

Event Host Name: Ted Holcomb

Event Date: June 3rd, 2023

Day of Event Contact: Ted Holcomb

Day of Event Contact Phone: 310-560-9122

Place of Business: 11278 Los Alamitos Blvd, Los Alamitos, CA 90720

Event Address: 3021 Blume Dr. Rossmoor, CA 90720

Map: Event Space (see attached)

Estimated Attendance (Beer Garden): 900



Exhibit "C"
Site Plan



Rush Park
3021 Blume Dr, Rossmoor

Kids
Zone
Area

Vendor Parking

Vendor Parking

VIP Parking

Band Parking

Stage

Vendor Booths

Food Trucks

Food Trucks

Food Trucks

Entrance/
Check In

Farmers
Market

Crowd Viewing
picnic area

sponsors

Vendor Booths

Rush Park

bathrooms

Beer
Garden
20X20
fence

Exit

Exit

Mainway Dr

Silver Fox Rd

Silver Fox Rd

Blume Dr

Blume Dr

Blume Dr

Chianti Dr

Chianti Dr

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH CITY OF BREA IT SOLUTIONS FOR CONTINUATION OF DISTRICT INTERNET TECHNOLOGY (IT) SERVICES.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors authorize the General Manager to execute a renewed one-year Agreement with Brea IT Solutions (BreaIT) to maintain the District's computer system and equipment.

BACKGROUND

Under the current terms of our IT service agreement, BreaIT Solutions (BreaIT) provides Rossmoor Community Services District (RCSD) with remote support at a flat monthly rate fee of \$1,850, (\$22,200 annually), which includes unlimited remote support plus (5) hours of dedicated on-site support per month as needed (during normal Brea work hours). Additional onsite hours, if needed, will be provided at our current hourly rate of \$117. Unscheduled after hours and emergency support will remain at the emergency call out rate of \$127.

BreaIT is a full-service organization with a staff of 24 individuals whose breadth and depth of experience provides a valuable resource for whatever needs should arise. Moreover, their response rate for emergency service is superior.

INFORMATION

The City of Brea IT is requesting an additional 1-year extension effective May 9, 2023, which includes amended compensations to account for a 3% increase in fees to become effective July 1, 2023. The attached Fifth Amendment has been reviewed and approved by RCSD's counsel.

ATTACHMENTS

1. Extension Letter of Request
2. Fifth Amendment to Contract Service Agreement for Information Technology Support

January 25, 2023

Joe Mendoza,
General Manager
Rossmoor Community Services District
3021 Blume Drive
Rossmoor, CA 90720

Dear Mr. Mendoza:

Thank you for remaining a valued BreaIT customer for the past thirteen years. We appreciate your business and look forward continuing our role as your IT support service provider.

The purpose of this letter is to inform you that our rates for the coming fiscal year will be increasing. Effective July 1, the monthly rate for BreaIT support will increase by 3% from \$1,850 to \$1,905. You monthly service will continue to include 5 hours of onsite support per month. The rate for monthly onsite hours beyond the allotted amount will also be increasing to \$120.50 per hour and the emergency/after-hour support rate will increase to \$130.50 per hour.

Our goal in communicating this information to you early is to allow adequate time for you to plan and make the necessary budgetary adjustments to account for this increase. As always, BreaIT remains committed to meeting the technology needs of our customers while providing exceptional customer service.

If you have any questions or need additional information, please feel free to contact me at 714/990-7263 or e-mail randyh@cityofbrea.net.

Sincerely,



Randy Hornsby
IT Manager

**FIFTH AMENDMENT TO CONTRACT SERVICE AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT**

This FIFTH AMENDMENT TO CONTRACT SERVICE AGREEMENT ("Fourth Amendment") is made and entered into this 9th day of May 2023 by and between ROSSMOOR COMMUNITY SERVICES DISTRICT ("Client") and CITY OF BREA, a municipal corporation ("Contractor"). Hereinafter the Client and Contractor may be referred to as "Party" or collectively as "Parties".

RECITALS

WHEREAS, on or about May 13, 2014 the Client and the Contractor entered into that certain Contract Services Agreement for Information Technology Support ("Agreement");

WHEREAS, on or about May 13, 2017 the Client and the Contractor entered into that certain Amendment to Contract Service Agreement for Information Technology Support;

WHEREAS, the terms of the Amended Agreement provided that upon completion of three (3) years after its commencement, the Agreement automatically terminates;

WHEREAS, on or about May 12, 2020, the Client and the Contractor did enter into that certain Second Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, on or about May 11, 2021, the Client and the Contractor did enter into that certain Third Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, on or about May 8, 2022, the Client and the Contractor did enter into that certain Fourth Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, the Client and the Contractor are desirous of extending the term of the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified herein;

WHEREAS, the Parties also wish to amend the compensation provisions of the Agreement pursuant to the provisions of this Fifth Amendment, which amended compensation provisions shall become effective on July 1, 2023.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Section B.1 of the Agreement entitled "Term" shall be amended in its entirety to add the following provision to read as follows:

Section B.1 Term. The term of this Agreement shall be extended for an additional (1) year ending on May 8, 2024 unless extended or earlier terminated, as provided herein. This Agreement may be extended by Client and Contractor for an additional one year term, subject to all provisions herein.

2. Effective July 1, 2023, Section B.2 of the Agreement entitled "Compensation" shall be amended to reflect a 3% increase in the monthly compensation and additional specialist and emergency call out hourly rates as follows in **bold** text:

Section B.2 Compensation. As consideration for the use of Contractor's services, Rossmoor Community Service District shall pay to Contractor a fee of **\$1905.00** per month which shall be payable upon receipt of invoice for said services from Contractor. The rates are subject to review and modification annually as may be agreed between the Parties in writing. In exchange for the base monthly fee, Contractor will provide Client unlimited remote desktop and network support and, not to exceed five (5) hours per month (as needed) onsite support for the following identified services:

- a) Desktop Support includes setup, maintenance and troubleshooting of all computers. Network Support consists of servers and network infrastructure hardware setup, maintenance and troubleshooting, including coordination with third-party vendors. Contractor will, in its sole reasonable discretion, determine which personnel shall be assigned to task/service requests.
- b) Specialist work for computer issues include hardware and standard software support, as well as simple and routine network maintenance and troubleshooting. Specialist work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereof by reference. Account Manager work is a component of administrating the agreement and scheduling Specialists work. Account Manager work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereto by reference.
- c) Telephone support via Contractor's telephone hotline (714-990-7777) is available to Client as a condition of this Agreement during Contractor's standard hours of operations, which are Monday through Thursday, 7:30 a.m. to 5:30 p.m., and alternate Fridays from 8:00 a.m. to 5:00 p.m. (City Hall is closed on alternate Fridays).
- d) Additional Specialist hours, which may be required during Contractor's standard hours of operation, will be billed at a rate of **\$120.50** per hour. Emergency call-Out, holidays and off-hours support will be billed at **\$130.50** per hour with a two

hour minimum. Hourly rates are subject to modification annually as may be agreed between the Parties in writing.

- e) Client agrees to pay all undisputed invoice amounts within thirty (30) days of the invoice date. Client agrees to notify Contractor of any disputed invoice amounts within ten (10) days of the invoice date.

3. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.

4. Corporate Authority. The persons executing the Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Amendment, and (iv) the entering into the Agreement does not violate any provision of any other agreement to which the Party is bound.

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed as of the day and year first set forth above.

CITY OF BREA

William Gallardo
City Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

Joe Mendoza
General Manager

Approved As to Form

Tarquin Preziosi
General Counsel

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-4

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH CALIFORNIA CONSULTING FOR GRANT WRITING SERVICES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review the proposal and authorize the General Manager to execute a contract with California Consulting to engage in Grant Writing Services on a Per Grant basis.

BACKGROUND

California Consulting is a full-service grant writing firm. They prepare comprehensive and concise grant application packages; submit; and follow through after the grant has been submitted.

INFORMATION

Per grant pricing is based on the following breakdown:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$101,000 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, a client may specify a “not to exceed” amount.

ATTACHMENTS

1. California Consulting Proposal
2. Available Grant List



A Proposal for Rossmoor CSD

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California, and Central California, we have almost 80 clients statewide. We have 30 members of our team from Chico in the North to San Diego in the South. California Consulting has developed expertise in representing public agencies, and non-profit organizations. We have secured over \$1.6 billion for our clients since inception. The California Consulting team boasts approximately 25 grant writers. Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 970 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Funding Services

California Consulting is a full-service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post-award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client on an ongoing basis. This relationship-building is the key to keeping the grants pursued on target with the client's overall goals.

Sample questions asked during the Needs Assessment:

 - a) List and describe any program initiatives or priority projects.
 - b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
 - c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
 - d) List past grants that your agency has received.
 - e) List past grant applications you would like to revise and submit again.
2. **Facilitation of Department Decision-Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be

able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.

3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants.
Below is a list of general tasks for our grant process:
 - a. Create a task timeline with due dates
 - b. Ensure the proposed project meets the grant agency's requirements
 - c. Review similar successful grant applications and apply where possible
 - d. Collect information on the project
 - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
 - f. Obtain letters of support when necessary
 - g. Draft proposals and send to staff for review
 - h. Incorporate staff edits in final drafts
 - i. Submit completed application timely
 - j. Monitor the funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on, and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.

10. **Grant Administration:** Some grants require post-award compliance, reporting, and administration. California Consulting will prepare the required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When granting dollars from the grant is not available for administration, reporting, and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.
11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted, and grants awarded. This will provide you and your Council/Board with a clear report on our work.

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 40 cities across California, almost 40 School Districts, Non-Profits, and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing

California Consulting offers two different pricing options for Grant Writing services.

Pricing Option 1: Monthly Retainer

California Consulting's monthly retainer services include all grant research, grant identification, grant writing, and post-award administration as needed. Items 1 – 11 under Grant Writing is included in the Monthly Retainer Services. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by Client	√
Develop evaluation strategies in accordance with funding agency's instructions	√
Adhere to decisions made by Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with direction of Client	√
Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post award compliance as needed	√

We propose a flat monthly rate of **\$4,950.00**, plus reimbursement of out-of-pocket expenses for services explained above.

Pricing Option 2: Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out-of-pocket expenses. Items 1 – 11 under Grant Writing are not included in the Per Grant Services. The following is a breakdown of the cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, a client may specify a “not to exceed” amount.

California Consulting Proposal

1. CalRecycle: Tire-Derived Product (TDP) Grant Program

Deadline: June 1, 2023

Amount: \$150,000

Match: No

Eligibility: Cities, counties, public school districts, public colleges and universities, special districts, park or recreational districts, and state agencies (including offices, departments, bureaus, and boards)

<https://calrecycle.ca.gov/tires/grants/product/fy202324/>

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for the diversion of tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content products. The Tire-Derived Product Grant (TDP) Program is a reimbursement grant designed to use TDPs for repurposing projects such as pathways, landscaping, mats, curb stops, and ramps.

2. California Department of Parks and Recreation: Land and Water Conservation Fund (LWCF)

Deadline: June 1, 2023

Amount: Up to \$6 million

Match: Yes - 50%

Eligibility: Cities, counties, tribal governments, JPAs, park districts, and special districts with authority to acquire, operate and maintain public park and recreation areas

https://www.parks.ca.gov/?page_id=3024

Project must be acquisition or development, combination projects are not eligible. Development of recreation features must be for outdoor recreation, not indoor recreation. See the list of recreation features in the application guide.

3. California Department of Parks and Recreation: Recreational Trails Program

Deadline: June 15, 2023

Amount: Up to \$1.56 million

Match: Yes - 12%

Eligibility: Cities, counties, districts, state agencies, federal agencies and nonprofits with management responsibilities of public lands

https://www.parks.ca.gov/?page_id=24324

The non-motorized RTP funds recreation trail projects are for pedestrians, bicyclists, and equestrians that may also serve as non-motorized transportation corridors.

4. California Parks & Recreation: Habitat Conservation Fund

Deadline: June 15, 2023

Amount: Approximately \$6.68 Million

Match: 50%

Eligible: cities, counties, and districts

https://www.parks.ca.gov/?page_id=21361

Eligible projects include: nature interpretation programs to bring urban residents into park and wildlife areas, protection of various plant and animal species, and acquisition and development of wildlife corridors and trails.

5. California Parks & Recreation/California Natural Resources Agency: Urban Greening Grant

Deadline: (late May, early June)

Amount: There are no maximum or minimum grant amounts (Up to \$6 million)

Eligibility: city, county, special district, nonprofit organization, or an agency or entity formed pursuant to the Joint Exercise of Powers Act if at least one of the parties to the joint powers agreement qualifies as an eligible applicant.

Match: No

<https://resources.ca.gov/grants/urban-greening/>

Eligible urban greening projects will reduce GHG emissions, mitigate the effects of extreme heat, and provide multiple additional benefits, including, but not limited to, a decrease in air and water pollution or a reduction in the consumption of natural resources and energy. Eligible projects will result in the conversion of an existing built environment into green space that uses natural and green infrastructure approaches to create sustainable and vibrant communities. It's important to show how incorporating design elements such as decomposed granite sidewalks, rubber safety surfacing, shade structures, bio-infiltration areas, ornamental garden plantings, and a community garden will achieve measurable benefits as a result of: Acquiring, creating, enhancing, and expanding community parks/green spaces; and/or Using natural systems or systems that mimic natural systems to achieve multiple enhancements.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-5

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND POSSIBLE ACTION RE: PICKLEBALL 45-DAY REVIEW AND RECOMMENDATIONS

RECOMMENDATION

It is recommended by the Parks and Facilities Committee to consider moving forward with the remainder of the 90-day trial with the following adjustments:

- Continue offering Pickleball at Rossmoor Park on court #1, seven days a week during the same hours of Tennis, 7 a.m. to 9 p.m., for the next 45 days, and evaluating the outcome at a date to be determined at the end of June, 2023.

BACKGROUND

At the February 14, 2023 Rossmoor Community Services District (RCSD) Board of Directors Meeting, the Board of Directors approved a recommendation by the Parks and Facilities Committee to conduct a 90-day pilot Pickleball program. The first 45-days were to be utilized as a pressure test and second 45-days would take into account any needed adjustments recognized during the pressure test. The Trial Pickleball period was approved. The Board also made a motion to suspend Policy No. 6050.110, suspending Tennis play only and substituting Court 1 as a Pickleball play only for the duration of the pilot program.

At the direction of the Board, RCSD staff began the 90-day trial and implemented the following:

- Began a 90-day trial with a 45-day evaluation report to be presented to the Parks and Facilities Committee to consider any adjustments to hours of play or noise mitigation.
- During the first 45-day period conducted an evening noise study to evaluate sound during the evening period from 6 p.m. to 9 p.m.
- Utilized tape to outline three Trial Pickleball Courts on Tennis Court 1.
- Utilized 3 portable Pickleball nets during the study.
- Rented noise mitigation material to be installed on the north/east section of Tennis Court 1. The cost for renting 27 panels 4' x 8' for the sound mitigation does not exceed \$3,000.

- Provided Pickleball to the Community Mon, Wed, and Fri 9 a.m. to 1 p.m; and Tues, Thurs, Sat, and Sun 1 p.m. to 7 p.m. (stress test period).
- Charged \$6.00 per hour per court for Pickleball and allowed walk-on play during non-reserved hours.
- Added appropriate signage outlining Hours and Tennis and Pickleball etiquette.
- Posted signage for suggested equipment specifications.
- Supervised the courts as needed.

The 45-day trial Pickleball pressure test began on Saturday March 25. Due to inclement weather and limited marketing, it is difficult to determine results of the first 45 days. Other factors that may be considered are the lack of availability of pickleball court times, since pickleball was scheduled mostly during working hours. Altering the schedule to mirror the Tennis Court available times and during better weather conditions will provide a true test of determining of the demand for Pickleball from the Rossmoor Community. The attached pressure test data for the first 45 days was provided to the Parks and Facilities Committee for consideration.

Noise ordinance baseline levels for the County of Orange are between 50-55dB with the maximum level being 70dB during the hours of 7:00am and 10:00pm, putting the pickleball readings well within the norm.

ATTACHMENTS

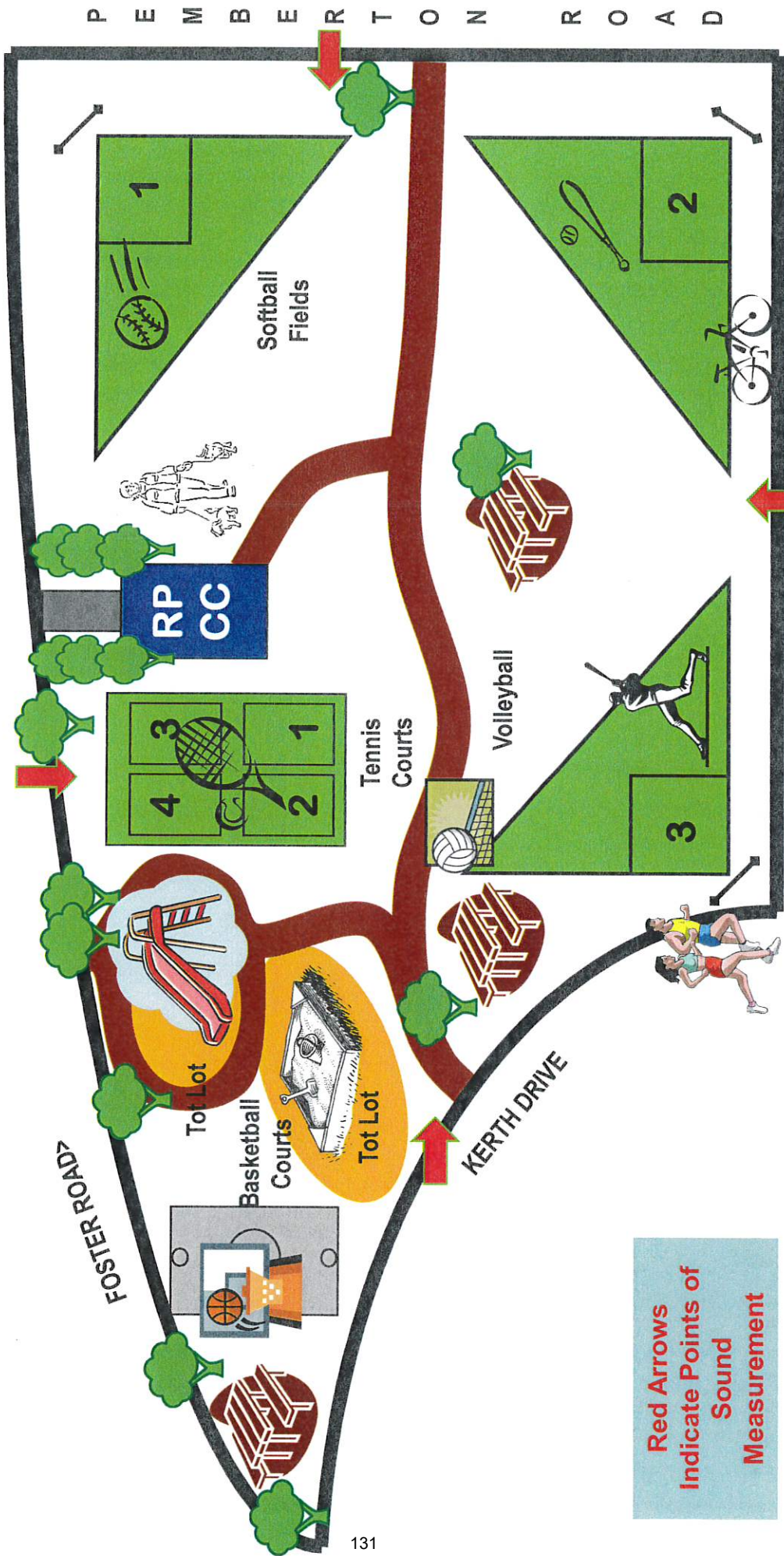
1. Reservations Recorded and Sound Readings
2. Comments from Residents
3. Map of Sound Reading Locations
4. Pickleball Court Usage Matrix
5. Decibel Sound Level graphic courtesy of Decibel Pro

<p style="text-align: center;"><u>Pickleball Reservations</u> (Residents Only)</p> <p style="text-align: center;">March 2023 (Trial Start date March 25th)</p> <p>8 Reservations Total (Courts 1a, 1b, 1c)</p> <p style="text-align: center;">Revenue: \$48.00</p> <p style="text-align: center;">April 2023</p> <p>66 Reservations Total (Courts 1a, 1b 1c)</p> <p style="text-align: center;">Revenue: \$396.00</p>	<p style="text-align: center;"><u>Tennis Reservations</u> (Residents and Non-Residents)</p> <p style="text-align: center;">March 2023</p> <p>44 Reservations Total (Court 2 – 9; Court 3 – 12; Court 4 – 23)</p> <p style="text-align: center;"><i>As compared to:</i></p> <p style="text-align: center;">March 2022</p> <p>71 Reservations Total (Court 2 – 20; Court 3 – 27; Court 4 – 24)</p> <hr/> <p style="text-align: center;">April 2023</p> <p>177 Reservations Total (Court 2 – 47; Court 3 – 57; Court 4 – 73)</p> <p style="text-align: center;"><i>As compared to:</i></p> <p style="text-align: center;">April 2022</p> <p>188 Reservations Total (Court 2 – 57; Court 3 – 71; Court 4 – 60)</p>
<p style="text-align: center;"><u>Sound Readings</u></p> <p style="text-align: center;"><i>Morning</i> Averages from 4 locations</p> <p style="text-align: center;">Hedwig 67.63</p> <p style="text-align: center;">Baskerville 57.46</p> <p style="text-align: center;">Pemberton 61.76</p> <p style="text-align: center;">Kerth 61.33</p> <p style="text-align: center;">Closest home is approximately 250 feet from courts</p>	<p style="text-align: center;"><u>Sound Readings</u></p> <p style="text-align: center;"><i>Evening</i> Averages from 4 locations</p> <p style="text-align: center;">Hedwig 60.63</p> <p style="text-align: center;">Baskerville 57.51</p> <p style="text-align: center;">Pemberton 55.22</p> <p style="text-align: center;">Kerth 61.01</p> <p style="text-align: center;">Closest home is approximately 250 feet from courts</p>

ROSSMOOR PARK - 90 DAY PICKLEBALL TRIAL COMMENTS		
Date	Resident/Location	Complaint/Concern/Accolades
3/31/2023	Lize Keats Hedwig	Called the GM and complimented the noise mitigation blankets and their effectiveness.
4/2/2023	Resident	Complained about noise. Suggested 24 hour surveillance and having all sides covered with quilts.
4/4/2023	Sue and Rob Kaplan Baskerville	Had to displace tennis players on court 3 because they had a reservation. In the meantime the pickleball court was empty.
4/4/2023	Sue and Rob Kaplan Baskerville	Pressure trial is pitting neighbor against neighbor. Players of each sport are not abiding by posted rules. No mechanism has been provided by RCSD to enforce.
4/7/2023	Sue and Rob Kaplan Baskerville	Pickleball players continue to play off hours and on dedicated tennis courts. But goes on to say she doesn't think there is a demand for Pickleball. Also suggests remodeling Rush Park auditorium to make room for Pickleball indoors instead of at Rossmoor Park.
4/8/2023	Sue and Rob Kaplan Baskerville	Noise is disturbing to adjacent tennis players.
4/11/2023	Frank Manis	Pickleball sounds are loud and distracting to tennis players. Is of the opinion that people aren't renting court 2 due to the closeness to Pickleball.
4/13/2023	Staff Report	Park patron complained about reservations not being on the monitor.
4/14/2023	Staff Report	Four tennis players using PB court as tennis court during designated PB court and would not leave.
4/15/2023	Staff Report	Park Patron still upset about reservations not showing on the monitor.
4/16/2023	Sue and Rob Kaplan Baskerville	Complaining about the size of the banner and the ability to see where to send complaints.
4/17/2023	Carol Churchill Blume	Suggests remodeling Rush Park auditorium to accommodate Pickleball instead of Rossmoor park.
4/18/2023	Brian/Jo Chung Hillrose	Is happy about Pickleball and hopes that it continues past the trial, but finds the courts on top of tennis lines confusing. Also states that others are having trouble finding the link for on-line reservations.
4/18/2023	Staff Report	Neighbor complaint about noise. Indicated plans to send complaints every day.
4/18/2023	Lize Keats Hedwig	Complains about noise. Can't open her windows. The stress test is causing her stress.
4/19/2023	Sue and Rob Kaplan Baskerville	Abort the Pickleball trial or discount/eliminate the charge for tennis players on Court 2. Too much noise!
4/19/2023	Sue and Rob Kaplan Baskerville	Pickleball is ruining play for Tennis. Pickleball should be terminated and the 90 day trial halted.
4/19/2023	Jimmy Ton Hedwig	Complains about noise, parking, and players not abiding by the rules.
4/20/2023	Greg Roche	Does RCSD rent paddles?
4/21/2023	Rachel Sandoval Tigertail	Our Rossmoor family of six would love to see the pickleball courts become a permanent part of our neighborhood.
4/21/2023	Rona Goldberg	Loves to play pickleball, it's a sport that her whole family enjoys. Looking to have Pickleball in Rossmoor for years to come.
4/21/2023	Frank Manis	Noise on PB court is intolerable when trying to play tennis.

ROSSMOOR PARK FIELD DIAGRAM

Rossmoor Park, 3232 Hedwig Road



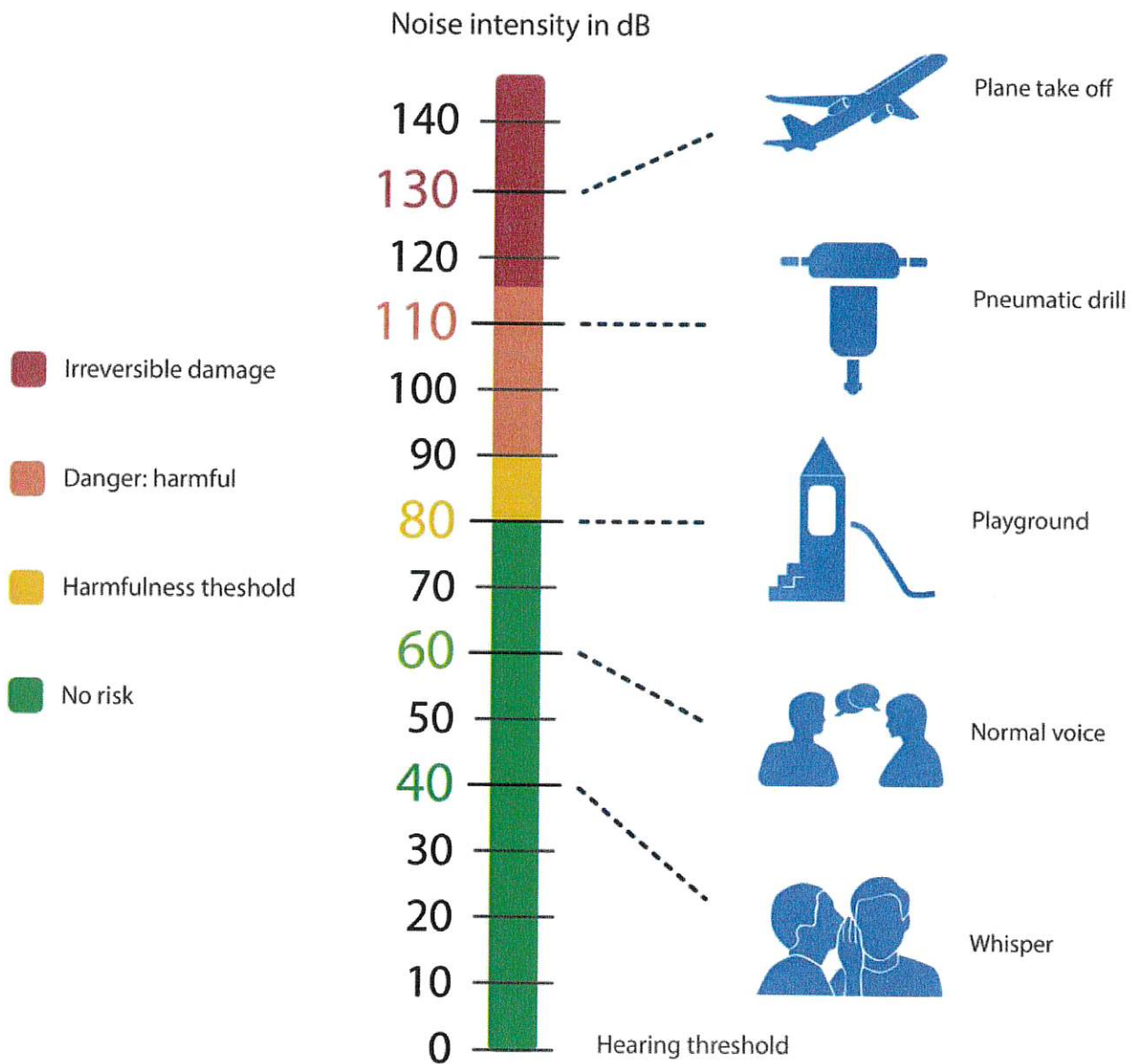
**Red Arrows
Indicate Points of
Sound
Measurement**

Drawing is not to scale

Pickleball Court Usage Matrix

	Court 1a	Court 1b	Court 1c
9:00a-1:00p			
March	1	0	0
April	10	2	5
May	0	0	0
TOTALS	11	2	5
1:00p-7:00p			
March	6	1	0
April	33	7	9
May	3	0	0
TOTALS	42	8	9
GRAND TOTAL	53	10	14

Take a look at the graphic below showing common decibel levels to better understand how loud a decibel is:



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-6

Date: May 9, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION RE: RESCISSION OF THE CONTRACT WITH TENNIS INSTRUCTOR THOMAS SCHLACK

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and file this report.

BACKGROUND

Thomas Schlack executed a contract for Tennis Instruction at Rossmoor Park effective March 10, 2023. Since that time, Mr. Schlack has been unable to obtain reasonably priced insurance and therefore, has not been able to provide the instruction he was contracted for. Mr. Schlack recently provided correspondence indicating his desire to step down from the Rossmoor Community Services District as a tennis instructor as his schedule no longer allows for giving lessons.

ATTACHMENTS

1. Contract with Thomas Schlack dated March 10, 2023

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 10th day of March, 2023 ("Effective Date") by and between the Rossmoor Community Services District, a public agency ("District") and Thomas Schlack, an individual and tennis professional ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons ("Services") to individuals who desire such Services at District's tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for two (2) years from the Effective Date of this Agreement, unless earlier terminated as provided herein.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both Parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless of whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

(d) The Services shall be performed at the courts at Rossmoor Park. District shall reserve a court as agreed to by both Parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

5. Conformance to Applicable Requirements and Coordination of Services. All Services provided by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff at all reasonable times.

6. Standard of Care. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

7. Insurance.

7.1 Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

7.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as

to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

7.4. Certificates of Insurance. Consultant shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement.

7.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8. Compensation. Contractor shall receive compensation for Services rendered under this Agreement as follows:

(a) Contractor shall provide the Services at rates as stated on a rate schedule provided by the Contractor which shall be charged to each individual who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. Contractor shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement. The fees received shall be Contractor's sole compensation pursuant to this Agreement. Contractor will receive no compensation from the District.

(b) The District will record and reconcile each court reservation within the RecDesk reservation system and impose and collect fees for each lesson monthly. Payment is due no later than the 10th of the next month.

(c) At the time of submission of each written statement as required herein, Contractor shall remit payment to the District in readily available funds, fifteen dollars and fifty cents (\$15.50) per hour from the Effective Date through March 11, 2023, and sixteen dollars and fifty cents (\$16.50) per hour commencing March 11, 2024 for each individual who receives a tennis lesson and/or each court hour. For group lessons, with times as approved by the District, Contractor shall remit payment to the District a rate of ~~twenty dollars~~ (\$17.50) per hour from the Effective Date through March 10, 2025.

(d) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

(e) At all times during the term of this Agreement, and for a period of two (2) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

(f) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(g) At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

(h) [intentionally omitted]

9. General Provisions.

(a) Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may not terminate this Agreement except for cause.

(b) DOJ Background Check. Because Contractor will or may provide services to persons under 18 years of age, Contractor must participate in a Department of Justice ("DOJ") Background Check via Live Scan. In compliance with California law, until District receives clearance from the DOJ, Contractor will not be allowed to perform any such services under this Agreement. Contractor is required to contact District to make arrangements with the Orange County Sherriff's Department or such other agency as authorized by District for fingerprinting. Contractor shall be solely responsible for any and all costs associated with these requirements.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

Contractor: Thomas Schlack
3820 Gondar Ave
Long Beach, CA 90808

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90720
Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

(e) Indemnification. Contractor shall defend, with counsel of District's choosing, indemnify, and hold District, including its' officers, officials, employees and volunteers, free and

harmless from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's, including any employee, sub-contractor, agent and/or volunteer, performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, subcontractors, agents and/or volunteers, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, subcontractors, agents and/or volunteers, whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, subcontractors and/or volunteers under this Agreement, whether or not the Consultant, its employees, subcontractors, agents and/or volunteers are specifically named or otherwise asserted to be liable. Should District in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(f) Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

(g) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

(h) Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

THOMAS SCHLACK

By:



Joe Mendoza
General Manager

By:



Thomas Schlack

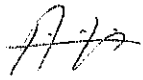
Dated:

2/6/2023

Dated:

1/23/2023

APPROVED AS TO FORM FOR DISTRICT

By: 
Tarquin Preziosi
General Counsel

Date: 2-7-2023

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM I

Date: May 9, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this report.

INFORMATION

In addition to the day-to-day operations of the Rossmoor Community Services District (RCSD), the General Manager has been working on the following:

1. Shakespeare in the Park – Free to the public
 - Saturday July 16 – Romeo and Juliet
 - Sunday July 17 – Much Ado about Nothing
2. Prop 68 Capital Projects Update
 - CIP Committee met April 19, 2023
3. RCSD and CR&R will collaborate to provide a Bulky Item Pick Up and Compost event on Saturday, May 20, 2023 at Rush Park between 9 a.m. and Noon.
4. Website Review and Update
 - The website review by the Media Ad Hoc Committee (DeMarco and Shade) is targeted for the week of May 15, 2023.

5. Family Festivals Update

- The first Family Festival is scheduled for Saturday, June 3, 2023, in conjunction with the LAUSD/RHA Graduation Parade. The Festival will begin at noon at Rush Park.

6. Securing Quotes for Flooring in the Auditorium

- Bid packages are being prepared to advertise for Rush Park carpeting and flooring replacement.

7. Submitting Architectural Plans for the Canopy in Rossmoor Park

- Staff is in the process of getting plans approved by Orange County Public Works.

8. Housing Element joint agency resolution

- A draft Housing Element Resolution is being drafted/reviewed in conjunction with the City of Los Alamitos